

**AMENDED AND RESTATED AGREEMENT BETWEEN
BROWARD COUNTY AND DEROSE DESIGN CONSULTANTS, INC.
FOR CONSULTANT SERVICES FOR
PORT EVERGLADES WETLAND ENHANCEMENT/SOUTHPORT TURNING NOTCH
EXPANSION-ENGINEERING DESIGN
(RLI # R0884605R1)**

This is an Amended and Restated Agreement ("Agreement"), made and entered into by and between Broward County, a political subdivision of the state of Florida ("County") and DeRose Design Consultants, Inc., a Florida corporation ("Consultant") (collectively referred to as the "Parties").

WHEREAS, County and Consultant entered into that certain original agreement dated April 4, 2012, for professional consultant services relating to the Port Everglades Wetland Enhancement/Southport Turning Notch Expansion project, and a First Amendment dated February 25, 2014, collectively referred to as the "Original Agreement"; and

WHEREAS, the Parties desired to amend and restate the Original Agreement to provide for modified terms and conditions, additional Scope of Services and related compensation; and

WHEREAS, the Parties met and negotiated the additional Scope of Services and related compensation for the Project, all in accordance with the Broward County Procurement Code, and this Amended and Restated Agreement supersedes the Original Agreement between the Parties; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

ARTICLE 1. DEFINITIONS AND IDENTIFICATIONS

The following definitions and identifications set forth below apply unless the context in which the word or phrase is used requires a different definition:

1.1 **Board:** The Board of County Commissioners of Broward County, Florida, which is the governing body of the Broward County government created by the Broward County Charter.

1.2 **Consultant:** DeRose Design Consultants, Inc., the architectural/engineering firm selected to perform the services pursuant to this Agreement.

1.3 **Contract Administrator:** The Director of Seaport Engineering and Construction Division, or Assistant Director of Seaport Engineering and Construction Division, who is the representative of County concerning the Project. In the administration of this Agreement, as contrasted with matters of policy, all Parties may rely upon instructions or

determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.

1.4 **Contractor**: The person, firm, corporation, or other entity who enters into an agreement with County to perform the construction work for the Project.

1.5 **County Administrator**: The administrative head of County pursuant to Sections 3.02 and 3.03 of the Broward County Charter.

1.6 **County Attorney**: The chief legal counsel for County who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.

1.7 **County Business Enterprise or "CBE"**: A small business located in Broward County, Florida, which meets the criteria and eligibility requirements of Broward County's CBE Program and must be certified by Broward County's Office of Economic and Small Business Development.

1.8 **Notice To Proceed**: A written authorization to proceed with the Project, phase, or task thereof, issued by the Contract Administrator.

1.9 **Project**: Port Everglades Wetland Enhancement/Southport Turning Notch Expansion.

1.10 **Subconsultant**: A firm, partnership, corporation, independent contractor (including 1099 individuals), or combination thereof providing services to County through Consultant for all or any portion of the services under this Agreement.

ARTICLE 2. PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective Parties hereto, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the Parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 County has budgeted funds for the Project. This Project is funded with State of Florida grant funds and Broward County Port Everglades Department Enterprise funds.

2.2 County has met the requirements of Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act, and has selected Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by Consultant were undertaken with Consultant, and this Agreement incorporates the results of such negotiations.

ARTICLE 3. SCOPE OF SERVICES

3.1 Consultant's services shall consist of the phases set forth in Exhibit A, attached hereto and made a part hereof, and shall include civil, structural, mechanical, and electrical engineering, architectural services, and other professional design services, as applicable for the Project. Consultant shall provide all services as set forth in Exhibit A including all necessary, incidental, and related activities and services required by the Scope of Services and contemplated in Consultant's level of effort.

3.2 The Scope of Services does not delineate every detail and minor work task required to be performed by Consultant to complete the Project. If, during the course of the performance of the services included in this Agreement, Consultant determines that work should be performed to complete the Project which is in Consultant's opinion outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, Consultant shall notify Contract Administrator in writing in a timely manner before proceeding with the work. If Consultant proceeds with said work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by County to Consultant to perform the work. Performance of work by Consultant outside the originally anticipated level of effort without prior written County approval is at Consultant's sole risk.

3.3 Exhibit A describes the Scope of Work for services required for the Project as of the date of this Agreement's execution and additional negotiations may be required for subsequent phases or for additional services except as otherwise provided herein. County and Consultant may negotiate additional scopes of services, compensation, time of performance, and other related matters for future phases of the Project. If County and Consultant cannot contractually agree, County shall have the right to immediately terminate negotiations at no cost to County and procure services for future Project phases from another source.

3.4 Consultant shall pay its Subconsultants and suppliers providing services under this Agreement within fifteen (15) days following receipt of payment from County for such subcontracted work or supplies. Consultant agrees that if it withholds an amount as retainage from a Subconsultant or supplier, it will release such retainage and pay same within fifteen (15) days following receipt of payment of retained amounts from County. The Contract Administrator may, at its option, increase allowable retainage or withhold progress payments unless and until Consultant demonstrates timely payments of sums due to all its Subconsultants and suppliers.

ARTICLE 4. TIME FOR PERFORMANCE; CONTRACTOR DAMAGES; LIQUIDATED DAMAGES

4.1 Consultant shall perform the services described in Exhibit A within the time periods specified in the Project Schedule included in Exhibit A; said time periods shall commence from the date of the Notice to Proceed for such services.

4.2 Prior to beginning the performance of any services under this Agreement, Consultant must receive a Notice to Proceed. Consultant must receive a Notice to Proceed from the Contract Administrator prior to beginning the performance of services in any subsequent phases of this Agreement. Prior to granting approval for Consultant to proceed to a subsequent phase, the Contract Administrator may, at his or her sole option, require Consultant to submit the itemized deliverables and documents identified in Exhibit A for the Contract Administrator's review.

4.3 In the event Consultant is unable to complete the above services because of delays resulting from untimely review by County or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of Consultant, or because of delays which were caused by factors outside the control of Consultant, County shall grant a reasonable extension of time for completion of the services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of Consultant to notify the Contract Administrator promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform the Contract Administrator of all facts and details related to the delay.

4.4 In the event Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with County, or if Contractor is granted an extension of time beyond said substantial completion date, and Consultant's services are extended beyond the substantial completion date, through no fault of Consultant, Consultant shall be compensated in accordance with Article 5 for all services rendered by Consultant beyond the substantial completion date.

4.5 In the event Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with County, and the failure to substantially complete is caused in whole or in part by Consultant, then Consultant shall pay to County its proportional share of any claim or damages to Contractor arising out of the delay. By reference hereto, the provisions for the computation of delay costs/damages and any amounts included therein, whether direct or indirect, in the agreement between the Contractor and County are incorporated herein. This provision shall not affect the rights and obligations of either party as set forth in Section 10.8, Indemnification of County.

4.6 In the event Consultant fails to complete the phases of services identified in Exhibit A on or before the applicable Time for Performance, Consultant shall pay to County the sum of dollars identified below for each calendar day after the applicable Time for Performance, plus approved time extensions thereof, until completion of the phase:

Project Phase	Amount
Phase I	\$ 500.00
Phase II	\$ 500.00
Phase III – Part I	\$ 500.00
Phase III – Part II	\$ 500.00
Phase III – Part III	N/A

These amounts are not penalties but are liquidated damages to County for Consultant's inability to proceed with, and complete, the phases of the Project in a timely manner pursuant to the agreed upon Project Schedule. Liquidated damages are hereby fixed and agreed upon by the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by County as a consequence of such delay, and both Parties desiring to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of Consultant to complete the respective phases within the applicable Time for Performance. This provision shall not affect the rights and obligations of either party as set forth in Section 10.8, Indemnification of County.

4.7 The term of this Agreement shall be deemed to have commenced on April 4, 2012, and end on the fifteenth (15th) year anniversary of that date, provided that either party shall have the right to terminate this Agreement as set forth herein. The expiration of the term of this Agreement shall not terminate any previously issued Notice to Proceed(s) and Consultant shall prosecute the Work of those previously issued notifications to completion.

In the event services are scheduled to end due to the expiration of this Agreement, Consultant agrees that it shall continue service upon the request of the Contract Administrator. The extension period shall not extend for greater than one (1) year beyond the term of this Agreement. Consultant shall be compensated for the service at the rate in effect when the extension is invoked by County upon the same terms and conditions as contained in this Agreement as amended. The Purchasing Director shall notify Consultant of an extension authorized herein by written notice delivered prior to the end of the term of this Agreement.

ARTICLE 5. COMPENSATION AND METHOD OF PAYMENT

5.1 Amount and Method of Compensation

5.1.1 Maximum Amount Not-To-Exceed Compensation. Compensation to Consultant for the performance of Basic Services identified in Exhibit A as payable on a "Maximum Amount Not-To-Exceed" basis, and as otherwise required by this Agreement, shall be based upon the Salary Costs as described in Section 5.2 up to a maximum amount not-to-exceed as follows:

Phase I	\$ 1,344,652
Phase II	\$ 911,945
Phase III – Part I	\$ 1,106,818
Phase III – Part II	\$ 9,918,000
Phase III – Part III	\$12,732,000

Consultant shall perform all services designated as Maximum Amount Not-To-Exceed set forth herein for total compensation in the amount of or less than that stated above.

5.1.2 Lump Sum Compensation. Intentionally Left Blank.

5.1.3 Optional Services. Intentionally Left Blank.

5.1.4 Reimbursable Expenses. County has established a maximum amount not-to-exceed of Three Million Fifty Thousand Forty-Five Dollars (\$3,050,045) for potential reimbursable expenses which may be utilized pursuant to Section 5.3. Unused amounts of those monies established for reimbursable expenses shall be retained by County.

5.1.5 Salary Costs. The maximum billing rates payable by County for each of Consultant's employee categories are shown on Exhibit B and are further described in Section 5.2.

If, for services designated as payable on a Maximum Amount Not-To-Exceed, Consultant has "lump sum" agreements with any Subconsultant(s), then Consultant shall bill all "lump sum" Subconsultant fees with no "markup." Likewise, Consultant shall bill, with no mark-up, all maximum not to exceed Subconsultant fees using the employee categories for Salary Costs on Exhibit B as defined in Section 5.2 and Reimbursables defined in Section 5.3. All Subconsultant fees shall be billed in the actual amount paid by Consultant.

5.1.6 Phased Payments. Intentionally Left Blank.

5.1.7 The dollar limitation set forth in Section 5.1 is a limitation upon, and describes the maximum extent of, County's obligation to Consultant, but does not constitute a limitation, of any sort, upon Consultant's obligation to incur such expenses in the performance of services hereunder.

5.2 Salary Costs. The term Salary Costs as used herein shall mean the hourly rate actually paid to all personnel engaged directly on the Project, as adjusted by an overall multiplier which consists of the following: 1) a fringe benefits factor; 2) an overhead factor; and 3) an operating margin. Said Salary Costs are to be used only for time directly attributable to the Project. The fringe benefit and overhead rates shall be Consultant's most recent and actual rates determined in accordance with Federal Acquisition Regulation ("FAR") guidelines and audited by an independent Certified Public

Accountant. For the purposes of this Agreement, the rates must be audited for fiscal periods of Consultant within eighteen months preceding the execution date of this Agreement. These rates shall remain in effect for the term of this Agreement except as provided for in this Section 5.2 inclusive of the subsections below.

5.2.1 Consultant shall require all of its Subconsultants to comply with the requirements of Section 5.2.

5.2.2 Salary Costs for Consultant and Subconsultants as shown in Exhibit B are the Maximum Billing Rates, which are provisional, subject to audit of actual costs, and if the audit discloses that the actual costs are less than the costs set forth on Exhibit B for Consultant or any Subconsultant, Consultant shall reimburse County based upon the actual costs determined by the audit.

5.2.3 Unless otherwise noted, the Salary Costs stated above are based upon Consultant's "home office" rates. Should it become appropriate during the course of this Agreement that a "field office" rate be applied, then it is incumbent upon Consultant to submit a supplemental Exhibit B reflective of such rates for approval by Contract Administrator and invoice County accordingly.

5.2.4 The total hours payable by County for any "exempt" or "nonexempt" personnel shall not exceed forty (40) hours per employee in any week. In the event the work requires Consultant's or Subconsultant's personnel to work in excess of 40 hours per week, any additional hours must be authorized in advance, in writing, by the Contract Administrator. If approved, Salary Costs for additional hours of service provided by nonexempt (hourly) employees or exempt (salaried) employees shall be invoiced to County at no more than one and one-half of the employee's hourly rate and in a manner consistent with Consultant's or Subconsultant's applicable certified FAR audit and all other provisions of Section 5.2. In the event a "Safe Harbor" rate is elected for use by Consultant or Subconsultant, then the additional hours are payable at no more than the employee's regular rate.

5.2.5 Consultant and any of its Subconsultants may alternatively use a "Safe Harbor" combined fringe benefit and overhead rate of 110% in lieu of providing fringe benefit and overhead cost factors certified by an independent Certified Public Accountant in accordance with the Federal Acquisition Regulation ("FAR") guidelines. The Safe Harbor rate, once elected, shall remain in place for the entire term of this Agreement, and be applicable for use as "home" and "field" fringe benefit and overhead rates, if applicable, and shall not be subject to audit under this Agreement. All other provisions of Section 5.2 remain in place.

5.2.6 The maximum hourly rates shown on Exhibit B are subject to change annually beginning on April 4, 2018, and each annual anniversary date thereafter upon written request thirty (30) days prior to the annual anniversary date by Consultant and approval by the Contract Administrator. Any increase in these

rates shall be limited to the lesser of the change in cost of living or three percent (3%). The increase or decrease in CPI shall be calculated as follows: the difference of CPI current period less CPI previous period, divided by CPI previous period, times 100. The CPI current period shall mean the most recent published monthly index prior to annual anniversary date. The CPI previous period shall mean for the same month of the prior year. All CPI indices shall be obtained from the U.S. Department of Labor table for Consumer Price Index - All Urban Consumers (Series ID CUURA320SA0) for the area of Miami-Fort Lauderdale, FL (All Items), with a base period of 1982-84 = 100. Any changes to the hourly rates shall be set forth on an amended Exhibit B executed by the Contract Administrator and Consultant.

5.3 Reimbursables. For reimbursement of any travel costs, travel-related expenses, or other direct nonsalary expenses directly attributable to this Project permitted under this Agreement, Consultant agrees to adhere to Section 112.061, Florida Statutes, except to the extent, if any, that Exhibit B-1 expressly provides to the contrary. County shall not be liable for any such expenses that have not been approved in advance, in writing, by the Contract Administrator. Reimbursable Subconsultant expenses are limited as described herein when the Subconsultant agreement provides for reimbursable expenses.

5.3.1 Direct nonsalary expenses, entitled Reimbursables, directly attributable to the Project will be charged at actual cost, and shall be limited to the following:

- a) Identifiable transportation expenses in connection with the Project, subject to the limitations of Section 112.061, Florida Statutes. Transportation expenses to locations outside the Dade-Broward-Palm Beach County area or from locations outside the Dade-Broward-Palm Beach County area will not be reimbursed unless specifically preauthorized in writing by the Contract Administrator.
- b) Identifiable per diem, meals and lodgings, taxi fares and miscellaneous travel-connected expenses for Consultant's personnel subject to the limitations of Section 112.061, Florida Statutes. Meals for Class C travel inside Broward County will not be reimbursed. Meals and lodging expenses will not be reimbursed for temporarily relocating Consultant's employees from one of Consultant's offices to another office if the employee is relocated for more than ten (10) consecutive working days. Lodging will be reimbursed only for room rates equivalent to Holiday Inn, Howard Johnson, or Ramada Inn.
- c) Identifiable communication expenses approved by Contract Administrator, long distance telephone, courier and express mail between Consultant's various permanent offices. Consultant's field office at the Project site is not considered a permanent office.

- d) Cost of printing, reproduction, or photography which is required by or of Consultant to deliver services set forth in this Agreement.
- e) Identifiable testing costs approved by Contract Administrator.
- f) All permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the construction Contractor.

5.3.2 Reimbursable Subconsultant expenses are limited to the items described hereinabove when a Subconsultant agreement provides for reimbursable expenses.

5.4 Method of Billing

5.4.1 For Maximum Amount Not-To-Exceed Compensation under Section 5.1.1. Consultant shall submit billings which are identified by the specific project number on a monthly basis in a timely manner for all Salary Costs and Reimbursables attributable to the Project. These billings shall identify the nature of the work performed, the total hours of work performed, and the employee category of the individuals performing same. Billings shall itemize and summarize Reimbursables by category and identify same as to the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursables, a copy of said approval shall accompany the billing for such reimbursable. Billings shall also indicate the cumulative amount of CBE participation to date. The statement shall show a summary of Salary Costs and Reimbursables with accrual of the total and credits for portions paid previously. External Reimbursables and Subconsultant fees must be documented by copies of invoices or receipts which describe the nature of the expenses and contain a project number or other identifier which clearly indicates the expense is identifiable to the Project. Subsequent addition of the identifier to the invoice or receipt by Consultant is not acceptable except for meals and travel expenses. Internal expenses must be documented by appropriate Consultant's cost accounting forms with a summary of charges by category. When requested, Consultant shall provide backup for past and current invoices that records hours and Salary Costs by employee category, Reimbursables by category, and Subconsultant fees on a task basis, so that total hours and costs by task may be determined.

5.4.2 For Lump Sum Compensation under Section 5.1.2. Intentionally Left Blank.

5.5 Method of Payment

5.5.1 County shall pay Consultant within thirty (30) calendar days from receipt of Consultant's proper statement, as defined by County's Prompt Payment

Ordinance, ninety percent (90%) of the total shown to be due on such statement. When the services to be performed on each phase of the Project are fifty percent (50%) complete and upon written request by Consultant and written approval by the Contract Administrator that the Project is progressing in a satisfactory manner, the Contract Administrator, in his or her sole discretion, may authorize that subsequent payments for each phase may be increased to ninety-five percent (95%) of the total shown to be due on subsequent statements. No amount shall be withheld from payments for Reimbursables or for services performed during the construction phase.

5.5.2 Upon Consultant's satisfactory completion of each phase and after the Contract Administrator's review and approval, County shall remit to Consultant that ten percent (10%) or five percent (5%) portion of the amounts previously withheld. Final payment for the Project must be approved by the Director of the Broward County Purchasing Division.

5.5.3 Payment will be made to Consultant at:

DeRose Design Consultants, Inc.
470 S.W. 12th Avenue, Suite 206
Pompano Beach, FL 33069

ARTICLE 6. ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

6.1 County or Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Such changes must be made in accordance with the provisions of the Broward County Procurement Code and must be contained in a written amendment, executed by the Parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of this Agreement, including the initiation of any Additional Services.

6.2 Costs of Additional Services identified by the Contract Administrator during the life of this Agreement and as contained in a written amendment will be compensated on an hourly basis, or an agreed upon lump sum, or as a reimbursable as provided in Article 5. Additional Services authorized by the Contract Administrator shall include a required completion date for Consultant's performance of those additional services.

6.3 In the event a dispute between the Contract Administrator and Consultant arises over whether requested services constitute additional services and such dispute cannot be resolved by the Contract Administrator and Consultant, such dispute shall be promptly presented to County's Director of Purchasing for resolution. The Director's decision shall be final and binding on the Parties. The resolution shall be set forth in a written document in accordance with Section 6.1 above, if applicable. During the pendency of any dispute, Consultant shall promptly perform the disputed services.

6.4 Each proposed contract modification request that, by itself or aggregated with previous modification requests, increases the contract value by ten percent (10%) or more of the initial contract value shall be reviewed by County for opportunities to include or increase CBE participation. Consultant shall demonstrate good faith efforts to include CBE participation in change order work and shall report such efforts to the Office of Economic and Small Business Development.

ARTICLE 7. COUNTY'S RESPONSIBILITIES

7.1 County shall assist Consultant by placing at Consultant's disposal all information County has available pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

7.2 County shall arrange for access to, and make all provisions for, Consultant to enter upon public and private property as required for Consultant to perform its services.

7.3 County shall review the itemized deliverables/documents identified in Exhibit A of Consultant and respond in writing with any comment within the time set forth on the approved Project Schedule.

7.4 County shall give prompt written notice to Consultant whenever County observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services or any defect in the work of the Contractor.

ARTICLE 8. INSURANCE

8.1 For purposes of this article, the term "County" shall include Broward County and its members, officials, officers, and employees.

8.2 Consultant shall maintain, at its sole expense and at all times during the term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum limits of insurance coverage designated in Exhibit C (inclusive of any amount provided by an umbrella or excess policy) in accordance with the terms and conditions stated in this article. All required insurance shall apply on a primary basis, and shall not require contribution from, any other insurance or self-insurance maintained by County. Any insurance, or self-insurance, maintained by County shall be in excess of, and shall not contribute with, the insurance provided by Consultant.

8.3 Insurers providing the insurance required by this Agreement must either be: (1) authorized by a current certificate of authority issued by the State of Florida to transact insurance in the state of Florida; or (2) except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act, an eligible surplus lines insurer under Florida law. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a minimum A. M. Best Company Rating of "A-" and a minimum Financial Size Category of "VII." To the extent insurance requirements are designated in Exhibit C, the applicable policies shall comply with the following:

8.3.1 Commercial General Liability Insurance. Policy shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the state of Florida by the Insurance Services Office (ISO), with the exception of endorsements specifically required by ISO or the State of Florida, and liability arising out of:

Mold, fungus, or bacteria

Silica, asbestos or lead

Architects and engineers professional liability, unless coverage for professional liability is specifically required by this Agreement.

County shall be included on the policy (and any excess or umbrella policy) as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor). The policy (and any excess or umbrella policy) must be endorsed to waive the insurer's right to subrogate against County.

8.3.2 Business Automobile Liability Insurance. Policy shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, nonowned, and hired autos used in connection with the performance of work under this Agreement. County shall be included on the policy (and any excess or umbrella policy) as an "Additional Insured." The policy (and any excess or umbrella policy) must be endorsed to waive the insurer's right to subrogate against County.

8.3.3 Workers' Compensation/Employer's Liability Insurance. Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), with the exception of endorsements required by NCCI or the State of Florida. The policy must be endorsed to waive the insurer's right to subrogate against County in the manner which would result from the attachment of the NCCI form "Waiver of our Right to Recover from Others Endorsement" (Advisory Form WC 00 03 13) with County scheduled thereon. Where appropriate, coverage shall be included for any applicable Federal or State employer's liability laws including, but not limited to, the Federal Employer's Liability Act, the Jones Act, and the Longshoreman and Harbor Workers' Compensation Act.

8.3.4 Professional Liability Insurance. Such insurance shall cover Consultant for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in this Agreement. If policy provides coverage on a claims-made basis, such coverage must respond to all claims reported within at least three (3) years following the

period for which coverage is required, unless a longer period is indicated in Exhibit C.

8.4 Within fifteen (15) days after the full execution of this Agreement or notification of award, whichever is earlier, Consultant shall provide to County satisfactory evidence of the insurance required in this Agreement. With respect to the Workers' Compensation/Employer's Liability Insurance, Professional Liability, and Business Automobile Liability Insurance, an appropriate Certificate of Insurance identifying the project and signed by an authorized representative of the insurer shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance identifying the project, signed by an authorized representative of the insurer, and copies of the actual additional insured endorsements as issued on the policy(ies) shall be satisfactory evidence of such insurance.

8.5 Coverage is not to cease and is to remain in force until County determines all performance required of Consultant is completed. If any of the insurance coverage will expire prior to the completion of the Services, proof of insurance renewal shall be provided to County prior to the policy's expiration.

8.6 Consultant shall provide County thirty (30) days' advance notice of any cancellation of the policy except in cases of cancellation for nonpayment for which County shall be given ten (10) days' advance notice.

8.7 Consultant shall provide, within thirty (30) days after receipt of a written request from County, a copy of the policies providing the coverage required by this Agreement. Consultant may redact portions of the policies that are not relevant to the insurance required by this Agreement.

8.8 County and Consultant, each for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required hereunder, waive all rights against the other party and any of the other party's contractors, subcontractors, agents, and employees for damages or loss to the extent covered and paid for by any insurance maintained by the other party.

8.9 If Consultant uses a Subconsultant, Consultant shall require each Subconsultant to endorse County as an "Additional Insured" on the Subconsultant's Commercial General Liability policy.

ARTICLE 9. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

9.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Consultant shall comply with all applicable requirements of County's CBE Program as established by Broward County Business Opportunity Act of 2012, Section 1-81, Broward County Code of Ordinances (the "Act"), in the award and administration of this Agreement.

Consultant shall include the foregoing or similar language in its contracts with any Subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

Failure by Consultant to carry out any of the requirements of this section shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or to exercise any other remedy provided under this Agreement, Broward County Code of Ordinances, Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

9.2 Consultant acknowledges that the Board, acting through the OESBD, may make minor administrative modifications to the CBE Program which shall become applicable to this Agreement if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to Consultant and shall include a deadline for Consultant to notify County if Consultant concludes that the modification exceeds the authority under this section. Failure of Consultant to timely notify County of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Consultant.

County may add or increase the required participation of CBE firms under this Agreement in connection with any amendment, extension, modification, or change order to this Agreement that, by itself or aggregated with previous amendments, extensions, modifications, or change orders, increases the initial Agreement price by ten percent (10%) or more. Consultant shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension, modification, or change order and shall report such efforts, along with evidence thereof, to the OESBD.

9.3 Consultant will meet the following CBE participation goal by utilizing the CBE firms for the following percentage of Services under this Agreement:

CBE participation goal	20%
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Consultant stipulates that each CBE firm utilized to meet the CBE participation goal must be certified by the OESBD. Consultant shall inform County immediately when a CBE firm is not able to perform or if Consultant believes the CBE firm should be replaced for any other reason, so that the OESBD may review and verify the good faith efforts of Consultant to substitute the CBE firm with another CBE firm. Whenever a CBE firm is terminated for any reason, including cause, Consultant shall provide written notice to the OESBD and shall substitute another CBE firm in order to maintain the level of CBE participation required herein, unless otherwise provided herein or agreed in writing by the Parties. Such substitution shall not be required in the event the termination results from County modifying the Scope of Services and there is no available CBE to perform the new Scope of Services, in which event Consultant shall notify County and the OESBD may adjust the CBE participation goal by written notice to Consultant. Consultant may

not terminate for convenience a CBE firm without County's prior written consent, which consent shall not be unreasonably withheld.

9.4 In performing the services for this Project, the Parties hereby incorporate the list of Consultant's participating CBE firms, addresses, scope of work, and the percentage of work amounts identified on each Letter of Intent into this Agreement (Exhibit D). Promptly upon execution of this Agreement by County, Consultant shall enter into a formal contract with the CBE firms listed in Exhibit D and, upon request, shall provide copies of the contracts to the Contract Administrator and the OESBD.

9.5 Consultant shall provide written monthly reports to the Contract Administrator attesting to Consultant's compliance with the CBE participation goals stated in this article. In addition, Consultant shall allow County to engage in on-site reviews to monitor Consultant's progress in achieving and maintaining its contractual and CBE Program obligations. Such review and monitoring shall be by the Contract Administrator in conjunction with the OESBD, unless otherwise determined by the County Administrator. County shall have access, without limitation, to Consultant's books and records, including payroll records, tax returns and records, and books of account, on five (5) business days' notice.

9.6 In the event of Consultant's noncompliance with its CBE participation goal (including without limitation the unexcused reduction of a CBE firm's participation), the affected CBE firm shall have the right to exercise any remedies as may be available as between the CBE firm and Consultant.

9.7 The presence of a "pay when paid" provision in a Consultant's contract with a CBE firm shall not preclude County or its representatives from inquiring into allegations of nonpayment.

9.8 By execution of this Agreement, Consultant represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. County hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle County to terminate this Agreement and recover from Consultant all monies paid by County pursuant to this Agreement, and may result in debarment from County's competitive procurement activities.

ARTICLE 10. MISCELLANEOUS

10.1 Ownership of Documents. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by Consultant in connection with this Agreement shall become the property of County, whether the Project for which they are made is completed or not, and shall be delivered by Consultant to Contract Administrator within fifteen (15) days of the receipt of the written notice of termination. If applicable, County may withhold any payments then due to Consultant until Consultant complies with the provisions of this section.

10.2 Termination.

10.2.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by County, which termination date shall be not less than thirty (30) days after the date of such written notice. If this Agreement was entered into on behalf of County by someone other than the Board, termination by County may be by action of the County Administrator or County representative (including his or her successor) who entered in this Agreement on behalf of County. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health or safety. If County erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

10.2.2 This Agreement may be terminated for cause for reasons including, but not limited to, Consultant's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. This Agreement may also be terminated for cause if Consultant is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, as amended, or if Consultant provides a false certification submitted pursuant to Section 287.135, Florida Statutes, as amended. The Scrutinized Companies List Certification is attached hereto as Exhibit E. This Agreement may also be terminated by the Board:

10.2.2.1 Upon the disqualification of Consultant as a CBE by County's Director of the Office of Economic and Small Business Development if Consultant's status as a CBE was a factor in the award of this Agreement, and such status was misrepresented by Consultant;

10.2.2.2 Upon the disqualification of Consultant by County's Director of the Office of Economic and Small Business Development due to fraud, misrepresentation, or material misstatement by Consultant in the course of obtaining this Agreement, or attempting to meet the CBE contractual obligations;

10.2.2.3 Upon the disqualification of one or more of Consultant's CBE participants by County's Director of the Office of Economic and Small Business Development if any such participant's status as a CBE firm was a

factor in the award of this Agreement, and such status was misrepresented by Consultant or such participant;

10.2.2.4 Upon the disqualification of one or more of Consultant's CBE participants by County's Director of the Office of Economic and Small Business Development if such CBE participant attempted to meet its CBE contractual obligations through fraud, misrepresentation, or material misstatement; or

10.2.2.5 If Consultant is determined by County's Director of the Office of Economic and Small Business Development to have been knowingly involved in any fraud, misrepresentation, or material misstatement concerning the CBE status of its disqualified CBE participant.

10.2.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the County Administrator which the County Administrator deems necessary to protect the public health or safety may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

10.2.4 In the event this Agreement is terminated for convenience, Consultant shall be paid for any services properly performed under this Agreement through the termination date specified in the written notice of termination. Consultant acknowledges and agrees that it has received good, valuable and sufficient consideration from County, the receipt and adequacy of which are hereby acknowledged by Consultant, for County's right to terminate this Agreement for convenience.

10.2.5 In the event this Agreement is terminated, for any reason, any amounts due Consultant shall be withheld by County until all documents are provided to County pursuant to Section 10.1.

10.3 Public Records. To the extent Consultant is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Consultant shall:

- a. Keep and maintain public records required by County to perform the services under this Agreement;
- b. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the

duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to County; and

d. Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Consultant or keep and maintain public records required by County to perform the services. If Consultant transfers the records to County, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt. If Consultant keeps and maintains the public records, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

The failure of Consultant to comply with the provisions of this section shall constitute a material breach of this Agreement entitling County to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Consultant will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." In addition, Consultant must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 812.081 and stating the factual basis for same. In the event that a third party submits a request to County for records designated by Consultant as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Consultant. Consultant shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT JORGE HERNANDEZ, THE CUSTODIAN OF PUBLIC RECORDS AT (954) 468-3501, JORHERNANDEZ@BROWARD.ORG, 1850 ELLER DRIVE, SUITE 603, FORT LAUDERDALE, FLORIDA 33316.

10.4 Audit Rights and Retention of Records. Consultant shall preserve all Contract Records (as defined below) for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Contract Records shall, upon reasonable notice, be open to County inspection and subject to audit and reproduction during normal business hours. County audits and inspections pursuant to this section may be performed by any County representative (including any outside representative engaged by County). County may conduct audits or inspections at any time during the term of this Agreement and for a period of three years after the expiration or termination of this Agreement (or longer if required by law). County may, without limitation, verify information, payroll distribution, and amounts through interviews, written affirmations, and on-site inspection with Consultant's employees, Subconsultants, vendors, or other labor.

Contract Records include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers and memoranda, and any and all other documents that pertain to rights, duties, obligations or performance under this Agreement. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations or performance under this Agreement, whether by Consultant or Subconsultants.

County shall have the right to audit, review, examine, inspect, analyze, and make copies of all Contract Records at a location within Broward County. County reserves the right to conduct such audit or review at Consultant's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Consultant agrees to provide adequate and appropriate work space. Consultant shall provide County with reasonable access to Consultant's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

Consultant shall, by written contract, require its Subconsultants to agree to the requirements and obligations of this section.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment reliant upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by Consultant or its Subconsultants in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by Consultant in addition to making adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days from presentation of County's findings to Consultant.

10.5 Public Entity Crime Act. Consultant represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, Consultant further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Consultant has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this section is false, County shall have the right to immediately terminate this Agreement and recover all sums paid to Consultant under this Agreement.

10.6 Subconsultants. Consultant shall utilize the Subconsultants identified in the proposal that were a material part of the selection of Consultant to provide the services for this Project. Consultant shall obtain written approval of Contract Administrator prior to changing or modifying the list of Subconsultants submitted by Consultant. Where Consultant's failure to use Subconsultant results in Consultant's noncompliance with CBE participation goals, such failure shall entitle the affected CBE firm to damages available under local and state law. The list of Subconsultants is provided on Exhibit D-1, Schedule of Subconsultants, as attached hereto and made a part hereof. Consultant shall bind in writing each and every approved Subconsultant to the terms stated in this Agreement, provided that this provision shall not, in and of itself, impose the insurance requirements set forth in Article 8 on Consultant's Subconsultants.

10.7 Assignment and Performance. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other party and Consultant shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 10.6. County shall have the right to terminate this Agreement, effective immediately, if there is an assignment, or attempted assignment, transfer, or encumbrance, of this Agreement or any right or interest herein by Consultant without County's written consent.

Consultant represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to County's satisfaction for the agreed compensation.

Consultant shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Consultant's performance and all interim and final product(s) provided to or on behalf of County shall be comparable to local and national standards.

10.8 Indemnification of County. Consultant shall indemnify and hold harmless County, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence,

recklessness, or intentionally wrongful conduct of Consultant or other persons employed or utilized by Consultant in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due Consultant under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County.

10.9 Representative of County and Consultant. The Parties recognize that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon Consultant's request, shall advise Consultant in writing of one (1) or more County employees to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed. Consultant shall inform the Contract Administrator in writing of Consultant's representative to whom matters involving the conduct of the Project shall be addressed.

10.10 All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

10.11 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

10.12 Notices. Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following as the respective places for giving of notice:

FOR COUNTY:
John Foglesong, Director
Seaport Engineering & Construction Division
1850 Eller Drive, Suite 504
Fort Lauderdale, FL 33316

FOR CONSULTANT:
DeRose Design Consultants, Inc.
470 S. Andrews Avenue, Suite 206
Pompano Beach, FL 33069
Attn: Larry DeRose

10.13 Truth-In-Negotiation Certificate. Consultant's compensation under this Agreement is based upon representations supplied to County by Consultant, and Consultant certifies that the wage rates, factual unit costs, and other information supplied to substantiate Consultant's compensation, including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current at the time of contracting. County shall be entitled to recover any damages it incurs to the extent any such representation is untrue.

10.14 Interpretation. The language of this Agreement has been agreed to by both Parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

10.15 Consultant's Staff. Consultant will provide the key staff identified in their proposal for Project as long as said key staff are in Consultant's employment. Consultant will obtain prior written approval of Contract Administrator to change key staff. Consultant shall provide Contract Administrator with such information as necessary to determine the suitability of proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications. If Contract Administrator desires to request removal of any of Consultant's staff, Contract Administrator shall first meet with Consultant and provide reasonable justification for said removal.

10.16 Drug-Free Workplace. It is a requirement of County that it enter into contracts only with firms that certify the establishment of a drug-free work place in accordance with Section 21.31(a) of the Broward County Administrative Code. Execution of this Agreement by Consultant shall also serve as Consultant's required certification that it either has or that it will establish a drug-free work place in accordance with Section 21.31(a) of the Broward County Administrative Code.

10.17 Independent Contractor. Consultant is an independent contractor under this Agreement. Services provided by Consultant shall be subject to the supervision of Consultant. In providing the services, Consultant or its agents shall not be acting and

shall not be deemed as acting as officers, employees, or agents of County, except as authorized by the Contract Administrator for permitting, licensing, or other regulatory requirements.

10.18 Third Party Beneficiaries. Neither Consultant nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

10.19 Conflicts. Neither Consultant nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Consultant's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. None of Consultant's officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Consultant is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Consultant or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding. In the event Consultant is permitted pursuant to this Agreement to utilize Subconsultants to perform any services required by this Agreement, Consultant shall require such Subconsultants, by written contract, to comply with the provisions of this section to the same extent as Consultant.

10.20 Contingency Fee. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Board shall have the right to terminate this Agreement without liability at its discretion, or to deduct from this Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

10.21 Materiality and Waiver of Breach. County and Consultant agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the Parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

10.22 Compliance with Laws. Consultant shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

10.23 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

10.24 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

10.25 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 10 of this Agreement shall prevail and be given effect.

10.26 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All Parties acknowledge and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

10.27 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits A, B, B-1, C, D, D-1, and E are incorporated into and made a part of this Agreement.

10.28 Re-Use of Project. County may, at its option, re-use (in whole or in part) the resulting end-product or deliverables resulting from Consultant's professional services (including, but not limited to, drawings, specifications, other documents, and services as described herein and in Exhibit A, Scope of Services); and Consultant agrees to such re-use in accordance with this provision.

If the Contract Administrator elects to re-use the services, drawings, specifications, and other documents, in whole or in part, prepared for this Project for other projects on other sites, Consultant will be paid a re-use fee to be negotiated between Consultant and County's Purchasing Negotiator, subject to approval by the proper awarding authority.

Each re-use shall include all Basic Services and modifications to the drawings, specifications, and other documents normally required to adapt the design documents to a new site. This re-use may include preparation of reverse plans, changes to the program, provision for exceptional site conditions, preparation of documents for off-site improvements, provisions for revised solar orientation, provisions for revised vehicular and pedestrian access, and modifications to building elevations, ornament, or other aesthetic features. In all re-use assignments, the design documents shall be revised to comply with building codes and other jurisdictional requirements current at the time of re-use for the new site location.

The terms and conditions of this Agreement shall remain in force for each re-use project, unless otherwise agreed by the Parties in writing.

10.29 Payable Interest

10.29.1. Payment of Interest. County shall not be liable to pay any interest to Consultant for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Consultant waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

10.29.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

10.30 Representation of Authority. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full and legal authority.

10.31 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

10.32 Public Art and Design. Intentionally Left Blank.

10.33 Domestic Partnership Requirement. Consultant certifies and represents that it will comply with County's Domestic Partnership Act (Section 16½-157 of the Broward County Code of Ordinances, as amended) during the entire term of this Agreement. The failure of Consultant to comply shall be a material breach of this Agreement, entitling County to pursue any and all remedies provided under applicable law including, but not limited to (1) retaining all monies due or to become due Consultant until Consultant complies; (2) termination of this Agreement; and (3) suspension or debarment of Consultant from doing business with County.

10.34 Workforce Investment Program. Intentionally Left Blank.

10.35 Additional Security Requirements. Consultant certifies and represents that it will comply with the Port Everglades Security Requirements as follows:

Consultant shall comply with all applicable written County's Port Everglades Department policy statements and directives ("Port Everglades Security Program") and all applicable federal, state, and local legal requirements, including, without limitation, the following: Consultant shall be responsible for compliance with federal, state and local laws, rules and regulations, and such laws and regulations as may be imposed from time-to-time by the U.S. Coast Guard, U.S. Customs and Border Protection, Broward Sheriff's Office or other federal or state or local agencies, and by County, with respect to seaport security, immigration, drug interdiction, and other import and export controls. Furthermore, Consultant, at its sole cost, shall be responsible for complying with all applicable federal, state and local security-related measures required for the Project. Consultant shall cause its employees, representatives, business invitees, subconsultants, subcontractors, and guests, to comply with the requirements of this Section, including, but not limited to, all requirements for the Federal Transportation Worker Identification Credential ("TWIC") and any other state and local seaport access requirements, as applicable.

If as a result of the acts or omissions of Consultant, its subconsultants, subcontractors, agents, employees, business invitees or guests, County incurs any fines and/or penalties imposed or any expense in enforcing the Port Everglades Security Program and/or any fines or penalties imposed or any expense in enforcing the rules and regulations of other applicable security agencies, then Consultant agrees to pay and/or reimburse to County all such fines, penalties, costs and expenses, including all costs of administrative proceedings, court costs, and attorneys' fees and all costs incurred by County in enforcing this provision. Consultant further agrees to rectify any security deficiency caused by Consultant, its subconsultants, subcontractors, agents, employees, business invitees or guests, or other deficiency as may be determined as such by County's Port Everglades Department's Chief Executive. Consultant shall include this provision in all its contracts with its subconsultants, subcontractors, agents, employees and business invitees working on the Project.

Consultant acknowledges, that all persons, vehicles, cargo, goods and other personal property are subject to being inspected and searched when attempting to enter or leave Port Everglades ("Port"). Consultant acknowledges and understands that the foregoing

requirements are for the protection of users of the Port and are intended to reduce incidents of cargo tampering, thefts and other unlawful activities at the Port. For this reason, Consultant agrees, that persons not consenting-to-search/inspection shall not be employed by Consultant or by Consultant's subconsultant(s), subcontractor(s) and agents, employees and business invitees in any position requiring access to the Port.

10.36 Federally Funded Contracts. Intentionally Left Blank.

10.37 E-Verify Certification. Consultant agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of: (a) all persons employed during the contract term by the Consultant to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Consultant to perform work pursuant to this contract with County. Consultant's executed Employment Eligibility Verification Program Certification is attached hereto as Exhibit F and made a part hereof.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 20_____, and DEROSE DESIGN CONSULTANTS, INC., signing by and through its _____, duly authorized to execute same.

County

ATTEST:

its

BROWARD COUNTY, by and through
Board of County Commissioners

By _____
Mayor

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

_____ day of _____, 20__

Insurance requirements
approved by Broward County
Risk Management Division

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Port Everglades Department
1850 Eller Drive, Suite 502
Fort Lauderdale, Florida 33316
Telephone: (954) 523-3404
Telecopier: (954) 468-3690

By Carlos De La Guerra 9.21.17
Signature (Date)

By Russell J. Morrison 9/21/17
Russell J. Morrison (Date)
Senior Assistant County Attorney


CARLOS DE LA GUERRA
RISK MANAGEMENT & CON
BUSINESS ADMINISTRATION DIVISION
PORT EVERGLADES
Print Name and Title above

RJM/cr
DeRose Amend&Restated_R0884605R1
9/19/17
File #11-3010.02

AMENDED AND RESTATED AGREEMENT BETWEEN BROWARD COUNTY AND
DEROSE DESIGN CONSULTANTS, INC. FOR PORT EVERGLADES WETLAND
ENHANCEMENT/SOUTHPORT TURNING NOTCH EXPANSION-ENGINEERING
DESIGN, RLI #R0884605R1

Consultant

ATTEST:



Secretary
Ellen DeRose
(Typed Name of Secretary)

CORPORATE SEAL

DEROSE DESIGN CONSULTANTS, INC.


By _____
President/Vice President
Lawrence DeRose Vice President
(Typed Name and Title)

20 day of September, 2017.

INDEX TO EXHIBITS:

Exhibit A	Scope of Work
Exhibit B	Maximum Billing Rates
Exhibit B-1	Reimbursables for Direct Non-Salary Expenses
Exhibit C	Minimum Insurance Requirements
Exhibit D	Letters of Intent
Exhibit D-1	Schedule of Subconsultants
Exhibit E	Scrutinized Companies List Certification
Exhibit F	Eligibility Verification Program Certification

EXHIBIT "A" – AMENDED AND RESTATED AGREEMENT
BROWARD COUNTY - PORT EVERGLADES WETLAND
ENHANCEMENT/SOUTHPORT TURNING NOTCH EXPANSION
ENGINEERING DESIGN SCOPE OF SERVICES
RLI# R0884605R1

PROJECT OVERVIEW

Phase I & II of the Project will consist of the engineering, design, permitting, construction, and success monitoring of mangrove wetlands on 16.5 acres of non-wetland property; surveying and environmental site assessments of the proposed wetland enhancement ["Mangrove Project" ("Project")] and remaining conservation easement area, as outlined in the agreement between the State of Florida Department of Environmental Protection ("FDEP") and Broward County ("County") for Partial Release of Conservation Area (signed by Broward County August 10, 2010) ["FDEP Agreement"], and preliminary design and permitting of the Southport Turning Notch Expansion at Port Everglades. The Project Scope of Services is based upon the existing terms and conditions of the FDEP Agreement as of the date of County's execution of this Agreement. Any future changes or modifications to the FDEP Agreement may result in changes or modifications to the Scope of Services provided herein and require an appropriate amendment to this Agreement to be negotiated by the parties hereto.

Phase III, Part I and Part II consists of the design of the Port Everglades Southport Turning Notch Expansion. The Port Everglades Southport Turning Notch is an existing 970-ft. wharf (Berth 30) utilized for Port cargo operations. The wharf includes two (2) existing gantry cranes on rail. The existing Turning Notch has mangroves to the north and west, and Berth 31 to the south. The Port desires to extend the Turning Notch to the west and north to allow for the berthing of four (4) to six (6) additional vessels including one New-Panamax vessel at Berth 30. The concept plan is shown in Figure 1 (page 8).

Phase III, Part III consists of Construction Engineering and Inspection Services (CEI), and Construction Administration of the Port Everglades Southport Turning Notch Expansion.

The design of the Southport Turning Notch Expansion shall be planned in such a manner as to keep existing Berth 30 and surrounding marine terminal facilities, and the maintenance and customs facilities operational during the construction of the Berth 30 extension. The design shall account for the existing Berth 30's (970 LF) closure only after the Berth 30 extension (1,430 LF) is made operational. The design shall recognize the temporary relocation of any Port/Cargo operations as may be necessary during construction. The design shall accommodate upland disposal off Port Everglades property of all material

(suitable and unsuitable), transported and disposed of at a qualified location in accordance with all applicable laws.

DeRose Design Consultants, Inc. ("Consultant ") will perform services according to the following scope of work:

Phase I – Tasks involved in this phase will consist of completing the wetland enhancement Project design finalizing environmental assessments, conducting the environmental cleanup, acquiring applicable Project permits, and developing bid specifications and documents for the subsequent construction of the Project.

Consultant shall prepare and deliver the design, supporting calculations, and construction documents. The Consultant shall also perform any testing services necessary to complete the work.

The Consultant shall prepare construction bid documents using the appropriate Broward County Form; submit plans for pre-permit review by local, state, and federal agencies; participate in the bidding process; revise drawings as necessary to obtain approvals from local, state, and federal agencies, and any other regulatory agency having jurisdiction over this Project; and address any plan changes or requests made during the bidding process. The Consultant will prepare exhibits for and attend meetings as necessary with the Port Everglades users and/or Port Everglades staff to present the Project details and address any concerns resulting from these meetings. The Consultant shall coordinate, as necessary, with any utility company to address any potential utility relocations required as a result of this Project.

The scheduled completion time for this Project phase, excluding local, state, and federal regulatory coordination, is 613 calendar days from the date of Notice to Proceed.

- **Task I – Surveying.** Perform field surveys and/or mapping services of Project site and associated drainage basins as relates to boundaries, existing site improvements, utilities, easements, vegetation, accessways, waterways, and existing topography and bathymetry.
- **Task II – Geo-Environmental Services.** Review prior hazardous material, site contamination, and other assessment reports and historical information for the site; prepare and implement sampling and analysis plans to evaluate the extent of chemical impacts within the 16.5-acre wetland enhancement Project area; and provide to Port Everglades and reviewing authorities for site assessment and remediation approval. Consultant shall also perform a Phase I Environmental Site Assessment (ESA) and any additional assessments, remediation, monitoring, and specifications for Phase II of the future construction contract required at the proposed Project site area. This ESA shall be performed and delivered within 30 calendar days prior to transfer of the Conservation Easement to the State.
- **Task III – Mangrove Grow Contract.** Research nurseries and stock availability for the preparation of grow contract bid and specifications for mangroves and buffer species acquisition, review grow contract bid packages for award, prepare addendums and responses to contractor

bid questions, attend pre-bid and kick-off meetings, and conduct monthly and final inspections of stock prior to delivery for planting.

- **Task IV – Site Assessments, Evaluations, and Data Collection.** Review all data from previous environmental and engineering reports performed for associated Project areas as well as existing as-built information, property records, existing agreements, studies, agency correspondence, assessments, and other pertinent data. Consultant shall prepare site recommendations based on data review and subsequent evaluations and provide to Port Everglades staff for review prior to incorporating proposals into Project plans. Consultant shall complete a stormwater management basin study report. Consultant shall also perform a seagrass/benthic survey within site canals, collect tidal data, identify native species to be preserved within the 16.5-acre wetland enhancement Project area, and locate nuisance/exotic vegetation to be removed in existing conservation easement areas during construction.
- **Task V – Project Design and Permitting.** Assist Port Everglades staff in the filing of all regulatory documents, including providing all plans, reports, technical specifications, and supplementary documentation; coordinating and preparing applications, submittal and resubmittal packages; prepare responses to Requests for Additional Information (RAIs); and preparing exhibits for and attending all Port, agency, public, and outreach meetings as necessary to obtain all appropriate local, state, and federal regulatory agency approvals, permits and licenses as applicable. Consultant shall also prepare a Project schedule with monthly updates to depict the permitting process to coordinate with all phasing issues.
- **Task VI – Construction Document Preparation.** Perform any additional environmental and/or engineering design to finalize the 16.5-acre wetland enhancement Project for construction; prepare contract and bidding documents and technical specifications for the construction of the area as it relates to demolition, site protection, staging, earthwork, planting, utilities, drainage, topography, hazardous or unsuitable soils/fill material, environmental remediation, and any additional site improvements; and cost estimates. Consultant shall also perform periodic Project cost estimates, prepare and submit all construction permits to fully obtain regulatory approvals and coordinate, as necessary, with utility companies to address any potential utility relocations required as a result of this Project.
- **Task VII – RFP Support.** Provide analysis and assistance during the RFP and contractor selection process, address any requests made during the bidding process, respond to technical information requests and assist proposing contractors as may be necessary. Consultant shall attend meetings during bidding and negotiation phases with County and the selected contractor as needed.

Deliverables: (1) Phase I ESA, (2) Grow Contract Bid Documents and Specifications, (3) Stormwater Management Report, (4) Site Remediation Plan, (5) Permit Applications, and (6) Construction Documents and Specifications.

Phase II - Tasks involved in this phase will consist of construction management services and post-construction Project monitoring for the Project to document and ensure the Project's trending toward success criteria and coordinate maintenance/monitoring services per the Broward County/Florida Department of Environmental Protection (FDEP) agreement for the wetland enhancement Project and any other specific permit requirements.

Consultant shall prepare and deliver the design, supporting calculations, and Construction Documents (CD), and perform the construction administration for this Project. The Consultant shall also include any testing services necessary to complete the work.

The Consultant shall address any information requests made during construction, provide shop drawing reviews and approvals, perform site progress inspections necessary to serve as the Engineer of Record for the Project, pay application and record review and approvals addressing any issues as a result of the review, attend preconstruction and progress meetings as necessary, and perform any other construction administration as may be required. The Consultant will prepare exhibits for and attend meetings as necessary with the Port Everglades users and/or Port Everglades staff to present the Project details and address any concerns resulting from these meetings. The Consultant shall coordinate, as necessary, with any utility company to address any potential utility relocations required as a result of this Project. Consultant shall review and approve the record drawings produced.

The scheduled completion time for this Project phase, excluding local, state, and federal regulatory coordination, is 1,848 calendar days after completion of Phase I. Note this timeframe includes the (five) 5-year required Project monitoring.

- **Task I – Surveying.** Review and confirm contractor prepared as-built surveys of 16.5-acre wetland enhancement area Project and all remaining areas included in proposed conservation easement.
- **Task II – Geo-Environmental Services.** Provide materials and contract compliance testing services during construction.
- **Task III – Services during Construction.** Provide construction and contract administration and support services consisting of shop drawing reviews and approvals, periodic field observations and site/progress inspections, written field reports, attending preconstruction and progress meetings as necessary, coordination with the Contractor, Project-related claims analysis and support, record drawing preparation, and submittals and final acceptance and certification of the site work as may be required for closeout of the regulatory permits. Consultant shall also provide full-time representation to follow the progress of construction, quality of work and to ensure compliance with the construction contract documents. Consultant shall coordinate with the Construction Manager (Contractor) as needed to complete the construction as stipulated within Contractor agreement.

- **Task IV – Trending towards Success Monitoring.** Establish and survey monitoring sample plots, monitoring transects, and photostations; document planted mangroves, conduct periodic inspections of mangrove creation areas and prepare associated progress reports in accordance with accepted formats established by the regulatory requirements; prepare semi-annual reports for Port and agency review; and prepare and provide necessary documents and responses to agencies to finalize and establish "trending for success" period and "final success" period for the Project. Coordinate mitigation contingency remediation planning if "trending toward success" is not achieved.

Deliverables: (1) Monitoring Reports and (2) Record Drawings (as required per the FDEP Agreement).

Phase III – Part I – Tasks involved in this phase will consist of development of design diagrams/sketches for environmental permitting of the Southport Turning Notch Expansion and associated berth extension sufficient to obtain approvals for the Project from local, state, and federal agencies.

The Consultant shall submit plans for pre-permit review by local, state, and federal agencies; revise drawings as necessary to obtain environmental approvals from local, state, and federal agencies and any other regulatory agency having jurisdiction over this Project; address any requests made during the process; attend meetings as necessary; and perform any other Project coordination as may be required. The Consultant will prepare exhibits for and attend, as necessary, meetings with the Port users and/or Port staff to present the Project details and address any concerns resulting from these meetings. The Consultant shall coordinate, as necessary, with any utility company to address any potential utility relocations required as a result of this Project. Consultant shall review and approve the record drawings produced.

The scheduled completion time for this Project phase, excluding local, state, and federal regulatory coordination, is 1,125 calendar days after the date of FDEP permit issuance for Phase I.

- **Task I – Surveying.** Perform engineering surveys of Project site and associated drainage basins as relates to boundaries, existing site improvements, utilities, easements, vegetation, accessways, waterways and existing area. Bathymetry for the Project shall be provided by the County.
- **Task II – Geo-Environmental Services.** Perform a site inspection, review historical and existing assessment information, and develop a soil and groundwater sampling and analysis plan to address the environmental concerns. Execute soil and groundwater sampling and analysis, and possibly test pit exploration, within areas of environmental concern. Consultant shall prepare a detailed Site Assessment Report (SAR) providing findings and recommendations and submit the SAR to Broward County Contract Administrator for review, comment, and approval. Consultant shall prepare a Site Assessment Report (SAR), any additional plans and reports required to

address any potential environmental impacts, and submit to Broward County Contract Administrator for review, comment, and approval.

- **Task III – Geotechnical Investigations.** Review the existing geotechnical information provided by the Port Everglades staff and perform an initial geotechnical evaluation to evaluate sediments within the Project area. Geotechnical information required to determine material suitability and whether additional testing is required will generally include:
 - Pre-subsurface exploration including site reconnaissance, exploratory borings, and coordination of underground utility locations for clearances at boring locations.
 - Subsurface exploration including borings on land and in water areas, muck probings in site wetlands.
 - Laboratory testing and analyses of samples.

Consultant shall make geotechnical recommendations as necessary for design and construction. If necessary, Consultant shall recommend additional geotechnical testing or chemical analyses needed to establish soil conditions.

- **Task IV – Site Assessments, Evaluations, and Data Collection.** Review all data from previous environmental and engineering reports performed for associated Project areas as well as existing as-built information, property records, existing agreements, studies, agency correspondence, and other pertinent data. Based on data review and subsequent evaluations, Consultant shall provide recommendations as related to site utilities and drainage, environmental conditions, proposed site configuration, and related design items to Port Everglades staff for review prior to incorporating proposals into Project plans. Consultant shall also prepare a preliminary design of proposed site grading of the current container yard/former landfill adjacent to the Project area.
- **Task V – Project Design and Permitting.** Assist Port Everglades staff in the filing of all regulatory documents, including providing all plans, reports, and supplementary documentation; preparing applications and submittal packages; in responding to Requests for Additional Information (RAIs); coordinating with the County and Broward County Parks and Recreation Division and their consultant on the amount of and deadline for required mitigation work at West Lake Park; and preparing exhibits for and attending all Port, agency, public, and outreach meetings as necessary to obtain all appropriate regulatory agency approvals. Consultant shall also prepare a Project schedule with monthly updates to depict the permitting process to coordinate with all phasing issues.

Deliverables: (1) Site Assessment Report, (2) Geotechnical Report, (3) Preliminary Grading Plan for Container Yard/Formal Landfill Area, and (4) Permit Applications.

Phase III – Part II - The Port Everglades Southport Turning Notch is an existing 970-ft. wharf (Berth 30) utilized for Port cargo operations. The wharf includes two (2) gantry cranes on rail. The existing Turning Notch has mangroves to the north and west and Berth 31 to the south. Broward County desires to extend

the Turning Notch to the west and north to allow for the berthing of four (4) to six (6) additional vessels including one New-Panamax vessel at Berth 30. The design dredge depth for all new bulkheads will be -52' MLLW. The concept plan is shown in Figure 1 below. Expanding the Turning Notch to 2,400 feet will encroach into approximately 14.4 acres of existing container yard and will impact the operations of two existing terminals.

The Scope of Services established herein is a continuation of previously negotiated services associated with this Project. These services shall consist of professional design, testing and permitting for the construction of the Southport Turning Notch Expansion as shown in the concept plan in Figure 1. It is the intent of this Project to retain as much of the infrastructure, utilities, and services as practical.

The design of the Turning Notch Expansion shall be planned in such a manner as to limit disruption to the normal operation and function of the existing Berth 30 and surrounding marine terminal facilities, and the maintenance and customs facilities. The design shall recognize the temporary relocation of any operations as may be necessary during construction.

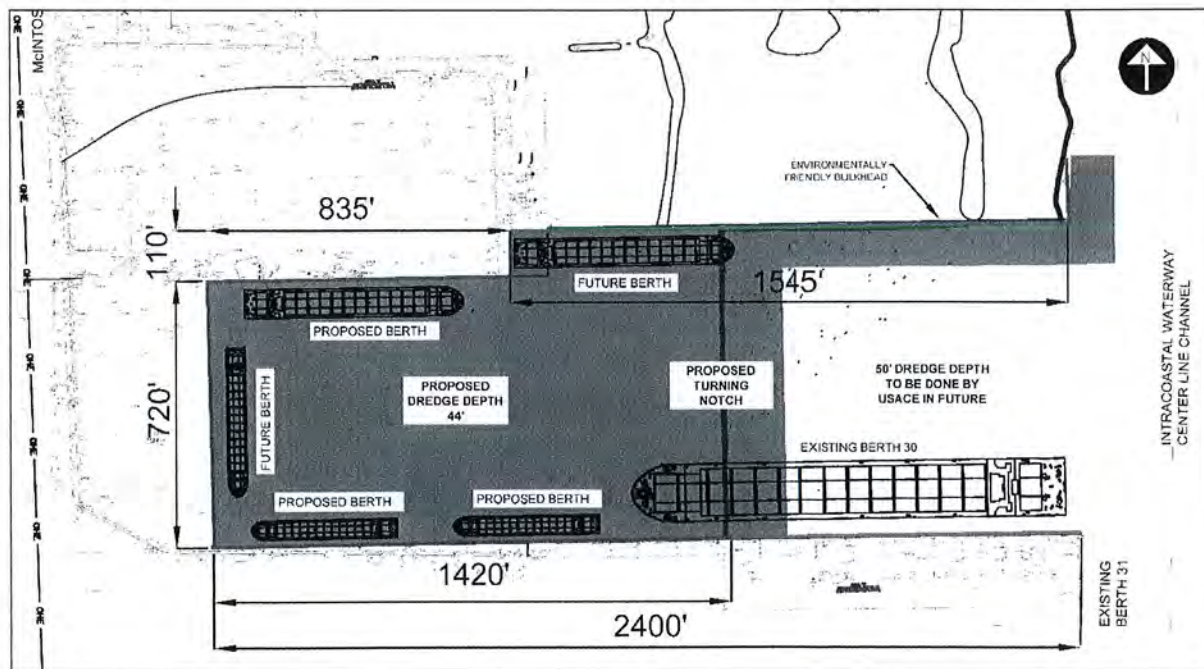


Figure 1: Revised Approved Concept Plan

CONSTRUCTION CONTRACT DOCUMENTS PHASE –

The Scope of Services for this phase includes the analysis and design of all elements required to construct a 2,400-ft. Turning Notch.

A. PROPOSED SERVICES

1. **General** – Consultant will provide coordination of all activities, correspondence, reports, and other communications related to its responsibilities under this Agreement. Consultant will maintain complete, accurate records of all activities and events relating to the engineering design of the Project; to properly document all significant changes to the engineering design of the Project; to provide interpretations of the engineering plans, specifications, and contract provisions; and to make recommendations to the County to resolve disputes with the Contractor in relation to the engineering design and Construction Documents.
 - a. Project Management and Administration
 - b. Communication
 - c. Document Control
2. **Meetings, Site Visits, and Coordination** –
 - a. Project Review and Coordination Meetings – Consultant will attend design meetings during the Construction Contract Documents phase. Meetings will be coordinated with the County Contract Administrator. Anticipated members attending will be as mutually agreed upon between the County Contract Administrator and the Consultant. Team members in attendance (of the Consultant and County Contract Administrator) will be those required to make key decisions and maintain a forward moving schedule. Meetings expected are:
 - i. Finalize the requirements of the Ports future functional requirements.
 - ii. Identify any Project constraints that are anticipated by the Port Everglades staff.
 - iii. Agree on liaison arrangements with agencies and stakeholders.
 - b. Kick-Off Meeting and Site Visit - The Consultant shall attend a kick-off meeting and site visit including attendance by key staff from the team, Port Everglades, and terminal operators. The purpose of the kick-off meeting and site visit will be to verify and confirm the Project goals and objectives, review the scope and schedule, gather initial data, familiarize the team members with the site conditions, establish protocols for communication between the team, the Port Everglades staff, and Project stakeholders, and discuss other Project issues. Additional purpose of these meetings would be to:
 - i. Finalize the requirements of the Ports future functional requirements.
 - ii. Identify any Project constraints that are anticipated by the Port Everglades staff.
 - iii. Agree on liaison arrangements with agencies and stakeholders.
 - c. Permitting Agencies at Local Permit Agency Offices & Stakeholders – Engineering Permits – Consultant will attend meetings with Permitting Agencies and other stakeholders at Local Permit Agency Offices. These meetings will be held after the kick-off meeting to determine other control criteria for the Project. Meetings will be coordinated with the Consultant and County Contract Administrator. Anticipated members attending will be as mutually agreed

upon between the County Contract Administrator and the Consultant. Team members in attendance will be those required to make key decisions and maintain a forward moving schedule. Attendees at the meetings could include:

- i. Customs and Border Protection (CBP) and Federal Inspection Services (FIS)
 - ii. US Coast Guard (USCG)
 - iii. Florida Department of Environmental Protection (FDEP)
 - iv. United States Army Corps of Engineers (USACOE)
 - v. Broward County Environmental Protection and Growth Management Department (BCEPGMD)
 - vi. Broward County Health Department
 - vii. City of Hollywood Planning and Zoning
 - viii. City of Hollywood Engineering
 - ix. Port Everglades Operations
 - x. National Marine Fisheries Service (NMFS)
 - xi. Florida Fish & Wildlife Conservation Commission (FWC)
- d. Contract Document Meetings – Consultant will attend design meetings during the Construction Contract Documents phase. Meetings will be coordinated with the County Contract Administrator. Anticipated members attending will be as mutually agreed upon between the County Contract Administrator and the Consultant. Team members in attendance (of the Consultant and County Contract Administrator) will be those required to make key decisions and maintain a forward moving schedule.

Consultant will review all pertinent existing data that is available for the Project including, topography, bathymetry, utilities, geotechnical, coastal, permits, vessel call logs, inventory of terminal infrastructure and assets, traffic and cargo statistics, and the existing Berth 30 wharf as-built drawings. The team will then prepare a list of information requirements that will be reviewed in order to quickly identify all sources of potential additional data and site information needed to complete the Project.

Consultant shall attend meetings as required to coordinate with the County's selected Contractor. The Consultant shall submit 60% and 90% Construction Documents (CD) for review, provide design support, and revisions at the request of and as stipulated by the Contractor to account for the means and methods of this Project. Consultant shall attend design review meetings with the Contractor and make modifications to the CD as necessary. The 60% CD shall be sufficient for development of an Estimated Guaranteed Maximum Price (EGMP) used in the CM@Risk agreement. The 90% plans shall be sufficient for submittal to all permit agencies having authority over the Project and the Contractor to develop bid packages for the work to be performed, as required by the Contractor agreement. The 100%

CD shall incorporate any and all comments after permit issuance and shall be effectuated consistent with CPEAM.

- e. Crane rail coordination and meetings.
- f. Coordination with USACE with its deepening Project of the Port.

3. Topographic Surveys - Consultant shall perform site topographic and boundary surveys of Project areas and establish site horizontal and vertical control for the Project.

The scope of the upland topographic survey includes the accessible upland areas only. In order to prepare a base topographic/contour background for the construction drawings, data from previous bathymetric surveys will be obtained, datums adjusted and be combined with the upland topographic survey. The combined survey information will be modeled to develop elevations and contours to be used for design and backgrounds for construction drawings. A final survey file will be produced and submitted to the Port Everglades staff as a survey package deliverable.

4. Geotechnical Evaluation - Consultant shall perform geotechnical exploration in the Turning Notch prior to design and construction. Geotechnical exploration will include drilling of six (6) borings to elevation (Approximate +/-) -100' NAVD at locations on water with amphibious drill rig. Consultant shall perform five (5) additional SPT borings to elevation (Approximate +/-) -100' NAVD at locations along the north side of the mangrove prior to construction. These additional borings will provide geotechnical data for the west end of the EFB. The results of these borings are to be compiled into a report and submitted as part of the Geotechnical field data that will be used to:

- a. Develop lateral earth pressure parameters for Turning Notch bulkhead design.
- b. Develop compaction requirements for Container Yard soil exchange areas.
- c. Develop geotechnical considerations for Container Yard new pavement design.
- d. Develop foundation design criteria for Container Yard high-mast lighting.

A final report will be produced which summarizes the geotechnical evaluation results and recommendations **for items a through d above.**

- e. Coordinate with the USACE and perform two (2) additional SPT borings to elevation -60' NAVD at locations to be determined.
- f. Soil Testing and Characterization:
 - i. Prepare a draft Sampling Plan document for the soil testing and characterization effort.
 - ii. Prepare a Final Sampling Plan incorporating feedback from the team and Port Everglades staff.

Sampling Plan will include:

- Summary of the Project data needs and existing information.
- Identification of available disposal options.

- Identification of soil testing and characterization criteria and disposal requirements pertinent to each waste stream to be disposed and disposal facility.
- Recommended sample media and suite of analytical parameters.
- Recommended sampling density.
- Selected methods for sample collection and processing.
- Quality Assurance Project Plan (QAPP).
- Summary of recommended data interpretation methods for disposal decision making.

Geotechnical reports will be revised and updated to include additional sampling and testing events.

- 5. Geotechnical Design** – Consultant will prepare and submit a "Geotechnical Design Report" summarizing geotechnical investigation results, geotechnical design loads on structures, and factor of safety calculations including slope stability calculations. The loads and factor of safety determined in this report will be utilized for the structural design of the bulkheads. The Geotechnical Design Report will include the methodologies and results of geotechnical analyses, as well as corresponding engineering recommendations, relating to the bulkhead, and dredging operations.

Consultant shall update the Geotechnical Design Report as part of the County selected Contractor's agreed upon value engineering and constructability reviews comments during the Pre-Construction Coordination phase. The following components will be included in the report, as appropriate:

- a. Summary of geotechnical investigation results.
- b. Engineering properties of soil materials to be used in geotechnical analyses for bulkhead structures.
- c. Summary of geotechnical design criteria and applicable standards and codes.
- d. Geotechnical analyses, including global stability analysis, and recommendations for the evaluation of the existing Berth 30 bulkhead, and for the design of a toe wall or other measures to strengthen the existing Berth 30 bulkhead to withstand the proposed dredging.
- e. Geotechnical analyses, including global stability analysis, and recommendations for the design of a new bulkhead wall (sheet piles, king piles, tieback anchors, piles, or anchor sheeting, as appropriate) and affiliated structures (i.e., breasting/mooring structures).
- f. Geotechnical analyses for slope stability and recommendations on the dredging requirements in coordination with the Contractor's recommendations.
- g. Geotechnical analyses and recommendations for the design of environmentally friendly bulkhead in coordination with the Contractor's recommendations.
- h. Geotechnical/foundation construction operations and recommendations on bulkhead foundation testing requirements in coordination with the Contractor's recommendations.

A final report will be produced which summarizes the geotechnical design results and recommendations. This report shall incorporate the Contractor's value engineering or constructability review comments during the Contract Documents phase.

- 6. Soil and Debris Management Plan Report** - Prior to construction, Consultant will prepare a soils and debris management plan report in accordance with the FDEP's document titled *Guidance for Disturbance and Use of Old Closed Landfills and Disposal Areas in Florida*. In addition, Consultant will meet any other agency requirements to do work at the landfill site. The Soil Debris Management Plan will layout the process and procedures for waste removal, screening, recycling, disposal, and reuse of recovered screening material (RSM). Draft plan will be submitted to the Project team for review and comment. Plan will be revised as needed, and final submitted to any and all agencies required for review and approval.

The report will include the following:

- a. The material type and categories to be removed for expansion of the Turning Notch, including rip rap, in-place waste fill, mangrove, and underlying soil and rock.
- b. Comparison with characterization of background material.
- c. The recommended disposal locations, on-site and off-site reuse, for each material, as applicable.
- d. The in-place location, based on analytical results of the varying categories of solid waste material as determined from the sampling program.
- e. The in-place excavation limits (vertical and horizontal) for each material category, based on its final disposal location, (i.e., Class I landfill or other upland beneficial reuse location).

A final report will be produced which summarizes the geotechnical Soil and Debris Management Plan results and recommendations. Consultant shall update the plan as per updated testing and soil characterizations, agency comments, and as part of the County selected Contractor's value engineering or constructability reviews during the Contract Documents phase if needed.

7. Coral Plan –

- a. **Assessment Report & Meetings with Agencies –** Consultant will prepare and submit a report documenting the existing coral located on the existing rip rap in the Turning Notch and evaluating potential sites for the relocation of existing coral colonies located to an approved location in the Intracoastal within a one-mile radius of the impact site. Meetings with agencies to discuss the previous use of the Notch and the existing rip rap to determine the permitting requirements, if any, for the removal and relocation of the rip rap. Report shall also outline a recommended plan, procedure, and schedule for coral removal in accordance with current United States Army Corps of Engineers, Florida Department of Environmental Protection, Broward County Environmental Protection and Growth Management Department

- and local permitting authorities' regulations based on the outcome of the meetings with the agencies.
- b. Permitting & Design - If it is determined by the permitting agencies that coral relocation is necessary prior to construction of the Turning Notch, the Consultant will prepare and process permit applications for conducting the Coral Relocation Plan. Upon approval of the Coral Relocation Plan by the County Contract Administrator and agencies, the Consultant will prepare final relocation plans and specifications for bidding purposes.
 - c. Coral Relocation – Consultant shall submit the final Coral Relocation Plan and coordinate with the appropriate regulatory agencies including USACE, NMFS, FFWCC, and Broward County for final approval of any required coral relocation activities and site selection. This final Coral Relocation Plan shall incorporate the Contractor's value engineering or constructability review comments during the Contract Documents phase.
- 8. Design Basis Document** - Consultant will prepare and submit a "Design Basis" document at the beginning of the design phase. This document will establish the essential criteria to be used in the design for berth expansion and will include the following:
- a. Design codes to be used in the design
 - b. Design loads and load combinations
 - c. Design vessel characteristics
 - d. Environmental conditions for the design
 - e. Civil design criteria
 - f. Site Security criteria
 - g. Structural design criteria
 - h. Alternative analysis of Environmentally Friendly Bulkhead (EFB)
 - i. Geotechnical design criteria
 - j. Electrical design criteria
 - k. Cathodic protection design criteria
 - l. Environmental (wind, wave, current)
 - m. Identify water levels and wave conditions
 - n. Design wave height, structure elevation, wave overtopping and splashing prevention
 - o. Develop hydraulic loads on the proposed structures
 - p. Hydrodynamic Modeling
 - q. Sediment and Scour Protection
 - r. Scour Mitigation/Slope Protection
 - s. Armor rock revetment/coastal protection for reclamation
 - t. Review existing channel, turning basin, day-board and lighted channel markers and design of such
 - u. Passing Ship Effects

In addition to the above requirements, the Consultant will coordinate its design as a deliverable for this section, with the design and Construction Documents prepared by other Port Everglades consultants for the crane rail foundation system and bulkhead tie back system for the Turning Notch Expansion. This includes required coordination with Liftech or other assigned consulting agent that is contracted to develop crane and rail design for the Project. The Consultant will coordinate potential meetings with stakeholders for the crane rail foundation system and bulkhead tie back system. Document shall be updated as required to reflect additional testing events and comments received from the Contractor's review of the document.

9. Coastal and Navigational Analysis and Design - Consultant shall perform the necessary coastal analysis to ensure the expansion is designed to withstand wind and wave loads and prevent scour. The tasks planning under the coastal analysis are the following:

- a. Environmental (wind, wave, current)
- b. Identify water levels and wave conditions
- c. Design wave height, structure elevation, wave overtopping and splashing prevention
- d. Develop hydraulic loads on the proposed structures
- e. Hydrodynamic Modeling
- f. Sediment and Scour Protection
- g. Scour Mitigation/Slope Protection
- h. Armor rock revetment/coastal protection for reclamation
- i. Review lighted channel markers and design of such
- j. Passing Ship Effects

Consultant will submit as a deliverable for this section, the coastal action and navigation design for the extension of the Turning Notch. The design will incorporate the necessary design components, not limited to, the list provided above.

10. Bulkhead Analysis and Design – Consultant shall perform the necessary analysis and design for the extension of the Turning Notch based on the criteria established in the "Design Basis" document. Consultant shall present multiple concepts of wall design and Berth 30 reinforcement to the County Contract Administrator with an analysis of each option. This analysis shall incorporate existing and proposed site conditions, cost, and life cycle expectancy. The design and analysis will include, but not be limited to, the following tasks:

- a. Structural wall type analysis and selection
- b. Pre-cast vs. CIP wall cap analysis
- c. Berthing and mooring analysis
- d. Analysis of existing Berth 30 bulkhead
- e. Design of new bulkhead
- f. Design of new environmentally friendly bulkhead
- g. Toe wall vs new bulkhead analysis in Berth 30

- h. Soil treatment behind Berth 30 bulkhead for additional loads adjustment
- i. Design of Berth 30 repairs
- j. Design of fenders, bollards and ladders
- k. Design of bulkhead wall capping beams
- l. Coping beam and utility trench design
- m. Strengthening of existing bollards, if deemed necessary
- n. Toe wall termination location
- o. Dredging recommendations

Consultant will submit as a deliverable for this section, the bulkhead design for the extension of the Turning Notch and the design required on Berth 30 to be able to dredge to -52' MLLW in the future. The design will incorporate the necessary design components, not limited to, the list provided above. Consultant shall update the design as part of the County selected Contractor's value engineering or constructability reviews during the Contract Documents phase, subject to the approval of the County Contract Administrator.

- 11. Cathodic Protection Design** – Consultant will design cathodic protection system for protection of bulkhead structures against corrosion. Design criteria including service life, type of cathodic protection system design, and other design parameters will be included in the "Design Basis" document.

Consultant will submit as a deliverable for this section, a design for the cathodic protection system required for this Project. The deliverable will incorporate the necessary design components, not limited to, the items detailed above. Consultant shall update design as part of the County selected Contractor's value engineering or constructability reviews during the Contract Documents phase, subject to the approval of the County Contract Administrator.

- 12. Civil Engineering and Design** - Consultant will prepare construction plans and specifications for upland site areas as required for the Project. Scope includes the design of the following elements in accordance with the "Design Basis" document:

- a. Demolition
- b. Solid Waste Removal and disposal alternatives
- c. Dredging and notch excavations
- d. Deep rock excavation pretreatments (e.g., spudding, blasting, hydraulic hammer, and/or punching)
- e. Soil selection and segregation
- f. Pavement for container yard areas, and roadway access
- g. Site grading
- h. Utility structures and grates
- i. Drainage systems
- j. Fire protection and potable water distribution systems

- k. Sanitary sewer systems
- l. Erosion and Sediment Control
- m. Signage and Striping
- n. Corrosion resistant concrete mix design
- o. Marine/navigation markers, bollards, fenders and hardware

Consultant shall make allowances in the site design for the incorporation of maritime security provisions to meet specific requirements that will be mandated by Customs & Border Protection (CBP), the Port Everglades Security manager, the Port Everglades Security standards, and the United States Coast Guard (USCG). Consultant will submit as a deliverable for this section, a civil site design required for this Project. The deliverable will incorporate the necessary design components, not limited to, the items listed above. Consultant shall update design as part of the County selected Contractor's value engineering or constructability reviews during the Contract Documents phase, subject to the approval of the County Contract Administrator.

13. Electrical Engineering and Design – Consultant will prepare construction plans and specifications for site power distribution and lighting systems in accordance with the "Design Basis" document as follows:

- a. Power distribution will include coordination with the utility company, equipment suppliers as well as other disciplines facilitating an integrated design approach. Review of existing infrastructure testing results along with performing the necessary load calculations will facilitate design of this system. The necessary grounding and surge protection will be implemented with design of the power distribution systems. Individual tenants will provide their own communications system infrastructure. Therefore, no communications provisions will be made within this Project scope.
- b. The lighting system design will illuminate all landside areas within the Project scope utilizing pole mounted high mast light fixtures. Illumination levels will meet the Port Everglades Security Standards, City of Hollywood Code of Ordinances, follow the IESNA guidelines and comply with airport glide slope limitations on height. Fixture selections will be coordinated with Port Everglades Standards to maximize energy efficiency and minimize maintenance. Coordination with the security system design for any required infrastructure to support pole mounted security devices will occur during the Contract Documents phase.

Consultant will submit as a deliverable for this section, the electrical design required for this Project. The deliverable will incorporate the necessary design components, not limited to, the items detailed above. Consultant shall update design as part of the County selected Contractor's value engineering or constructability reviews during the Contract Documents phase subject to the approval of the County Contract Administrator.

14. Permitting – Engineering – Consultant shall file the required documents for the approval of governmental authorities having jurisdiction over the Project. This shall include providing

construction drawings, and technical specifications necessary for approval. These agency approvals do not include those construction permits to be obtained by the Contractor. Plan review fees shall be provided by the County.

- a. The permits and mitigation credits for the installation of mangroves (Phase I Wetland Enhancement) will be referenced for the Turning Notch Expansion. The Consultant will obtain the necessary engineering permits for the construction of the Turning Notch Expansion.
- b. Consultant shall provide copies of the plans and technical specifications to the local governmental permit agencies and stakeholders (such as the Broward County Health Department and Broward County Environmental Protection and Growth Management Department).
- c. Prepare necessary environmental resource permit applications, plans, and exhibits for permit modification and processing.
- d. Coordinate with Contractor with necessary applications and supporting documents for all National Pollutant Discharge Elimination System (NPDES) permit approvals, if required.
- e. Permit Phase Meetings – These meetings are covered under "Meetings, Coordination, and Review of Existing Information."
- f. Consultant shall provide copies of record drawings and final certifications as may be required for closeout of regulatory permits.

Consultant will submit as a deliverable for this section, the required permits and approval notices for this Project. The deliverable will incorporate the necessary components, not limited to, the items listed above.

- 15. Construction Drawings** - The Consultant shall prepare a complete set of construction plans package setting forth details of construction for structural, dredging, civil, and electrical work. Construction drawings will clearly illustrate specific elements and quantities to be constructed and shall adhere to current applicable codes and regulations governing construction at the Project site.

Consultant will submit as a deliverable for this section, progress construction drawings for review as per the deliverables listed on 18 below, as well as a complete set of final construction plans package. The deliverable will incorporate the necessary components, not limited to, the items detailed above.

- 16. Specifications** - Consultant shall prepare the Project technical specifications utilizing CSI 48 Division, 6 digit specification documents, with updates and specifically tailored for this Project. The specifications will clearly define special provisions for all elements.

Consultant will submit as a deliverable for this section, progress technical specifications for review as per the deliverables listed on 18 below as well as a final technical specification

package. The deliverable will incorporate the necessary components, not limited to, the items detailed above.

17. Cost Estimate – Consultant shall provide estimates of the probable construction cost. Review of estimates will be to confirm that elements designed are addressed within the estimate and not to confirm the accuracy of the prices to the current market conditions. Should the estimates exceed the Construction Budget, the Consultant shall work with the County Contract Administrator to reduce the Project magnitude to bring the estimates for construction cost for the Project to within the Construction Budget.

18. Pre-Construction Coordination

- a. Consultant will review Project, support, and coordinate with the County selected Construction Manager (Contractor) during the pre-construction phase.
- b. Support County in Contractor selection including attending meetings, negotiation support, and contract assembly and award.
- c. Attend meetings with selected Contractor as needed for pre-construction coordination, document review, bidding, and negotiations.
- d. Coordinate with Contractor on location and quantity of Test Pits and additional borings, if required, and incorporate results into the design if results differ from data collected from previous boring results, subject to the approval of the County Contract Administrator.
- e. Review Contractor's comments and review of progress Contract Documents. Consultant shall coordinate and perform design changes as well as revise Construction Documents as needed.
- f. Review, analyze, and advise Contractor's analysis of upland disposal options. Provide recommendations to County Contract Administrator.
- g. Study stormwater runoff control anticipated during construction.
- h. Evaluate blasting and provide alternative recommendations, if applicable.
- i. Calculate and prepare anticipated construction quantities.
- j. Review of Contractor's pre-construction cost estimates and schedules.
- k. Review and evaluate suppliers and materials as needed to determine the acceptability of substitute materials. Consultant will revise design as needed if alternate materials are approved, subject to the approval of the County Contract Administrator.
- l. Assist and support Contractor in bid package development, pre-qualifying bidders, establishing bidder acceptance criteria, bid opening/evaluation, bidder negotiations, and contract executions, subject to the approval of the County Contract Administrator.
- m. Respond to technical RFIs.
- n. Assist and support the Contractor with all construction permit approval.

B. DELIVERABLES (See Section C for Dates)

1. Monthly Program "Status" Report
2. Project Work Flow Report
3. Geotechnical Evaluation; Geotechnical Design; Soils And Debris Management Plan Report and necessary revisions as per Contractor's review and comments, subject to the approval of the County Contract Administrator
4. Soil Testing and Characterization Plan
5. Survey Site Data Document
6. Coral Relocation Plan and necessary revisions as per Contractor's review and comments, subject to the approval of the County Contract Administrator
7. Design Basis Document and necessary revisions as per Contractor's review and comments, subject to the approval of the County Contract Administrator
8. Project Schedule
9. Preliminary Design Plan Submittal
10. 60% Contract Documents
11. 90% Contract Documents
12. Engineering Permit Package
13. Procurement Package
14. 100% Contract Documents

Submit Contract Documents (CD) at the levels of completion described below. For each submittal in the phase, five (5) sets except shown otherwise of the submittal in hard copy format shall be submitted for County Contract Administrator review and comment as well as one CD with a PDF version of the submittal. Submittal shall be sets of 24"x36" and 11"x17" drawings and 8.5"x11" narratives and specifications, unless noted otherwise.

- a. Preliminary Design Plan Submittal – Consultant's Preliminary Design Plan submittal complete progress set of CDs consisting of drawings and other documents as defined below to establish and describe the materials and systems and other essentials as may be appropriate to construct the facility based upon meetings with the County Contract Administrator. Submittal shall include:
 - i. Preliminary drawings (2-24"x36" and 3-11"x17" sets)
 - ii. AUTOCAD electronic files
 - iii. Estimate of Probable Construction Costs
 - iv. Supporting Data (reports, calculations, etc.)
- b. 60% CD Package - The 60% Contract Document Package is considered to be Consultant's 60% complete design with County Contract Administrator Plan Review Comments addressed and incorporated. Permit sets are not to be submitted. Submittal shall include:
 - i. Construction drawings (2-24"x36" and 3-11"x17" sets)

- ii. AUTOCAD electronic files
 - iii. Technical specifications
 - iv. Estimate of Probable Construction Costs
 - v. Supporting Data (reports, calculations, etc.)
- c. 90% CD Package - The 90% Contract Document Package is considered to be Consultant's 90% complete design with County Contract Administrator Plan Review Comments addressed and incorporated. Permit sets are not to be submitted. Submittal shall include:
- i. Construction drawings (2-24"x36" and 3-11"x17" sets)
 - ii. AUTOCAD electronic files
 - iii. Technical specifications
 - iv. Estimate of Probable Construction Costs
 - v. Supporting Data (reports, calculations, etc.)
- d. Engineering Permit Package - Engineering Permit Package advances the 100% Bid Package with all Agency, County Contract Administrator, and Contractor Plan Review Comments addressed and incorporated. Submittal shall include:
- i. Two (2) sets of 24"x36" and three sets (3) of 11"x17" – drawings
 - ii. Three (3) sets of 8.5"x11" narratives, and calculations
- e. Procurement Package - The Procurement Package is considered to be Consultant's near complete design submission considered by Consultant to be biddable construction contract documents. All disciplines design analysis, drawings, specifications, estimates of probable cost and any supporting data shall be brought to near complete. Submittal shall include:
- i. Construction drawings (2-24"x36" and 3-11"x17" sets)
 - ii. AUTOCAD electronic files
 - iii. Technical specifications
 - iv. Estimate of probable construction costs
 - v. Supporting data (reports, calculations, etc.)
- f. 100% CD Package - The 100% Contract Document Package is considered to be Consultant's complete design submission with updates in response to comments and changes from procurement set. All disciplines design analysis, drawings, specifications, estimates of probable cost and any supporting data shall be brought to near complete. Submittal shall include:
- i. Construction drawings (2-24"x36" w/1 set signed and sealed 3-11"x17" sets)
 - ii. Technical specifications
 - iii. Estimate of probable construction costs
 - iv. Supporting data (reports, calculations, etc.)

Phase III – Part III - This part consists of Construction Engineering and Inspections (CEI) and Construction Administration for the construction of the Southport Turning Notch Expansion Project (Project) as shown in the concept plan in Figure 1 (page 7), and services related to the 1-year warranty inspection.

A. GENERAL DESCRIPTION –

1. The Consultant shall be responsible for all construction engineering and inspection functions. The Consultant shall utilize effective control procedures that will assure that the construction of the Project is performed in reasonable conformity with the plans, specifications, and contract provisions.
2. The Consultant shall provide technical and administrative personnel as necessary to effectively carry out its responsibilities under this scope and underlying Agreement.
3. The Consultant shall be fully responsible for carrying out all functions assigned to it by this scope and underlying Agreement.
4. The Consultant shall provide coordination of all activities, correspondence, reports, and other communications related to its responsibilities under this Agreement necessary for the County Contract Administrator to carry out its responsibilities.
5. Construction engineering and inspection personnel shall be provided by the Consultant as needed while the Contractor is working on the Project, subject to the approval of the County Contract Administrator.
6. The Consultant shall interface and coordinate with the Contractor during the performance of the Construction phase. It is understood that County selected Contractor acts as Construction Manager at Risk for the Port Everglades Turning Notch Project. All administration, logistics, coordination, and management of the Capital Program projects are undertaken by the Contractor.

B. BASIC SERVICES

1. **General** - It shall be the responsibility of the Consultant to provide services as necessary to administer the construction contract in the manner so as to assure that the Project is constructed in conformity with the plans, specifications, and contract provisions. The Consultant shall advise the County Contract Administrator in writing, of any omissions, substitutions, defects and deficiencies noted in the work of the Contractor and the corrective action taken. The work provided by the Consultant shall, in no way, relieve the Contractor of responsibility for the means and methods, and the satisfactory performance of the construction contracts.
 - a. Attend meetings as required. Meetings will consist of; a Project kick-off meeting; meetings with Project stakeholders; weekly Project status meetings with the design team, Contractor, and/or County; site visit meetings; and meetings with permitting agencies.
 - b. Schedule and conduct a pre-construction conference for the Project. Record significant information revealed and decisions made at this conference and distribute copies of these minutes to the appropriate parties.

- c. Provide Project management, coordination, administration, and office support.
- d. Review of data from previous engineering reports performed for associated Project areas as well as existing as-built information, studies, agency correspondence, and other pertinent data.
- e. Maintain and distribute necessary documents, records, and logs to Project team.
- f. Maintain on a daily basis a complete and accurate record of all activities and events relating to the construction administration. Record all work completed by the Contractor, including quantities of pay items. The Consultant shall immediately report apparent significant changes in quantity, time or cost as they are noted.
- g. Prepare exhibits as needed.
- h. Review and comment on Contractor contract compliance.
- i. Prepare documentation justifying all payments to Contractor with the use of supporting information. Based on Consultant's on-site observations and review of Contractor's applications for payment, determine the amounts owed to Contractor. Approve in writing to the County Contract Administrator payments to Contractor in such amounts. Such approvals of payment will constitute a representation to County, based on such observations and review, that the work has progressed to the point indicated, and that the quality of work is in accordance with the construction contract documents prepared by County (subject to an evaluation of the work as a functioning Project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents, and to any qualifications stated in its approval).
- j. Analyze and comment on Contractor's claims for additional compensation. Analysis will review validity and reasonableness of charges and support County in settlement of the claim.
- k. The Consultant shall obtain and review the Contractor's construction schedule, analyze it following guidelines developed by the County and provide a written report of its findings to the County, together with a draft of a response to the Contractor. If additional or interim reports are required by the County during the normal course of the contract, they shall be provided at no additional cost to the County. Following the County's review of the Report, subject to the approval of the County Contract Administrator, the Consultant shall respond to the Contractor advising of the modifications necessary for approval. The approval shall be communicated by the Consultant to the Contractor and the approved schedule shall become the baseline by which all contractual schedule related issues are measured and evaluated.
- l. In the event that the Contractor for the Project submits a request for extension of the allowable contract time, analyze the request and prepare a recommendation to the County Contract Administrator covering accuracy of statement and the actual effect of delaying factors on completion of controlling work items.

- m. Provide public relations processing and progress reporting as required by County Contract Administrator.

2. Survey Control -

- a. Upon authorization by the County Contract Administrator, or his designee, the Consultant shall verify the existence and accuracy of location for all reference points and baseline control points indicated on the plans. The Consultant shall re-establish any missing or disturbed control points as may be required to maintain the accuracy for survey control.
- b. Upon authorization by the County Contract Administrator, or his designee, the Consultant shall establish the survey control baseline(s) along with sufficient baseline control points and bench marks at appropriate intervals along the Project for use by the Contractor and the Consultant in performing verification surveys of construction layout. The Consultant shall (1) make and record such measurements as are necessary to calculate and document quantities for pay items; (2) make and record pre-construction cross section surveys of the Project site in those areas where earthwork (i.e., embankment, excavation, etc.) is part of the construction Project; and (3) perform incidental engineering surveys as may be necessary to carry out the services covered by this Agreement and to verify and confirm the accuracy of the Contractor's survey layout work.
- c. Perform required survey work to prevent delaying Contractor's operations when requested by the County Contract Administrator.

3. Construction Observations - The Consultant shall provide full-time inspection planning, site representation, and construction observations:

- a. The Consultant shall provide services to monitor the Contractor's on-site construction operations and to inspect all materials entering into the worksite as required to assure that the quality of workmanship and materials is such that the Project shall be completed in conformity with the plans, specifications and other contract provisions. The Consultant shall keep detailed, accurate records of the Contractor's daily operations and significant events that affect the work. Such records will be made available to the County Contract Administrator upon request.
- b. Monitor, observe, and report on any testing/inspections that are self-performed by the Contractor in accordance with the terms of the construction contract documents
- c. Maintain a construction diary acceptable to the County Contract Administrator.
- d. The Consultant shall submit daily inspection log and monthly construction status report to the Project Manager, in a format to be approved by the County Contract Administrator or his/her designee.
- e. Maintain a log of all materials entering the Project site with proper indication of the basis of acceptance of each shipment of material.
- f. Provide diving observations of marine infrastructure work.

- g. Conduct and document field reviews of the maintenance of traffic operation after normal working hours, weekends and holidays if maintenance of traffic represents a potential hazard to the public.
- h. Consultant shall conduct inspections to determine if and when the Project is substantially complete, in accordance with the construction contract documents, and if and when the Project has reached final completion. Consultant shall receive and review written guarantees, and related documents, assembled by the Contractor and shall issue a final Certificate of Payment.
- i. Provide offsite inspection of fabricated and/or raw materials to be used on the Project to ensure conformance with the Contract Documents.
- j. Perform all necessary Special Inspections on behalf of the County. These inspections will be performed by able entities certified by Broward County Building Department. All required certifications for Special Inspections, as required by Broward County Administrative Code and the Florida Building Code, will be provided.

4. Verification Testing -

- a. The Consultant shall perform sampling and testing of component materials and completed work items to the extent that will ensure that the materials and workmanship incorporated in the Project are in conformity with the plans, specifications, and contract provisions.
- b. Produce and provide necessary reports to document sampling and testing results.

5. Engineering Services - The Consultant shall perform all engineering services necessary to assure that proper coordination of the activities of all parties involved in accomplishing completion of the Project is achieved.

- a. Provide permit management including:
 - i. Monitoring the Project to the extent necessary to determine whether construction activities violate the requirements of any permits.
 - ii. Notify the Contractor of any violations or potential violations and require his immediate resolution of the problem. Violations must be reported to the County Contract Administrator immediately.
 - iii. Coordination with agencies regarding permit modifications, submittals, and inspection planning.
- b. Provide coordination between the Contractor and utility companies to assure that conflicting utilities are removed, adjusted or protected in-place in a timely manner to minimize delays to construction operations.
- c. Consultant shall respond to Contractor's requests for information (RFI) clarification in a prompt and timely manner. Responses will be provided within five (5) working days unless extensive review is required.

- d. Maintain a complete log of shop drawing submittals, noting the dates of first submittal, subsequent reviews, and resubmittals. The Consultant shall take note of and verify that any changes are properly carried through to construction and shall further record, report, make recommendations and evaluate any circumstances which affect the progress or cost of the work. Shop drawings shall also include any manuals or similar documents outlining proposed construction procedures submitted by the Contractor. Responses will be provided within five (5) working days unless extensive review is required.
 - e. Provide interpretations of the plans, specifications and contract provisions. The Consultant shall consult and comment with the County Contract Administrator when an interpretation involves complex issues or may have an impact on the cost and schedule of performing the work.
 - f. Prepare traffic impact reports when directed by the County Contract Administrator or his/her designee.
 - g. Update and distribute Construction Documents when directed by the County Contract Administrator or his/her designee.
 - h. Analyze changes to the plans, specifications, or contract provisions as well as extra work which appear to be necessary to carry out the intent of the construction contract. If changed conditions impact Project cost and/or schedule, analyze magnitude of the impact and provide recommendations. Assist County in negotiating changes with Contractor.
 - i. Maintain records of all sampling and testing accomplished and analyze such records required to ascertain acceptability of materials and completed work items.
 - j. Make recommendations to County Contract Administrator to resolve disputes which arise in relation to the construction contract documents.
 - k. Calculate and prepare estimates of quantities for comparison by means of field observations and measurements as well as extracted from computer aided models.
 - l. Provide coordination, research, sampling, testing, reporting, document preparation, and submittals for required agency approval of buried debris if required.
 - m. Submit the Final Documentation and one (1) signed and sealed set of final "Record Drawing" documenting the Contractor's work.
- 6. Environmental Services** – The Consultant shall perform all environmental services necessary to ensure that proper coordination of the activities of all parties involved in accomplishing completion of the Project is achieved such as:
- a. Provide interpretations of the environmental permits, specifications and contract provisions.
 - b. Provide environmental field support and compliance observations and review. This includes turbidity monitoring and manatee observation as necessary by permit requirements.
 - c. Provide construction permit modifications to accommodate field requirements.

- d. Meeting with agencies (ACOE, FDEP, and BCEPGMD) for permit modifications/permit compliance.
 - e. Prepare exhibits for agency submittal.
 - f. Prepare Contingency Mitigation Plan if needed.
 - g. Consultant will coordinate with the Contractor for the coral relocation schedule and implementation.
 - i. Conduct observations of the Contractor's coral relocation work and prepare punch lists and weekly reports of progress to the County Contract Administrator.
 - ii. Coordinate with Contractor to address punch list items.
 - iii. Establish the monitoring transects and plots as established in the final approved Coral Relocation Plan at the selected relocation site.
 - iv. Prepare the required coral relocation monitoring reports including the anticipated Baseline (Time Zero) Coral Relocation Report and Annual Coral Relocation Monitoring Reports for three (3) years, as needed or directed.
- 7. Close-out Documents** - Consultant shall compile and assemble the Contractor's close-out documents for delivery to the County Contract Administrator, including without limitation, Record As-Built drawings, Operations and Maintenance manuals, key schedules and warranties. Consultant shall prepare and submit for processing such documentation as required by governmental agencies, including DSA, in connection with completion of the Work of the Project. Within sixty (60) days of the date of Final Completion of the Project, Consultant shall provide the County Contract Administrator with a complete reproducible set of "Record Drawings" which shall be based upon the Contractor's "As-Built" drawings showing significant changes between the Work of the drawings made during construction, including those incorporated into Change Orders issued under the construction contract, locations of building systems concealed or covered, including without limitation, utility structures and distribution systems and electrical, mechanical, plumbing and structural systems. Each sheet of the Record Drawings shall note clearly "RECORD" with the data source, date of drawing and signature on behalf of Consultant. Concurrently with delivery of the reproducible set of the Record Drawings, the Design Consultant shall deliver to the County Contract Administrator corresponding CADD files of the Record Drawings.
- 8. One-year Warranty Inspection** - After the construction of the Turning Notch Expansion is finalized, no later than one year from issuance of the Final Certificate of Completion for the Project, Consultant will perform an inspection of construction work, materials, systems and equipment and make a written report to the County contract Administrator. This inspection will include land-side work as well as water-side work where underwater inspections of the bulkheads will be performed. Consultant will advise and assist the County in construction matters regarding the Turning Notch Expansion for a period up to twelve months after completion of the Project. If

requested, a meeting with the Contractor will be performed to go over the findings. A following inspection of the land-side deficiencies will be performed to confirm all corrections have been performed to comply with Construction Documents, Warranty Inspection Report, and Port Everglades staff requirements.

C. ADDITIONAL SERVICES

1. As needed, additional effort necessary, and related to the existing Scope of Work detailed above. Any additional services performed under this task must be initiated by a separate written notice to proceed from the County Contract Administrator.

D. PERSONNEL

1. **General Requirements** - The Consultant shall provide a sufficient number of qualified personnel, as necessary, to effectively carry out its responsibilities under this scope and underlying Agreement. The Consultant shall assign or remove and replace personnel within a reasonable amount of time of the written notification received from the County Contract Administrator.
2. **Staffing** - The Consultant shall adequately staff and shall maintain an appropriate staff after completion of construction to complete the final documentation, subject to approval of County Contract Administrator.
3. **Personnel Qualification** – The Consultant shall provide competent personnel qualified by experience and education. Submit in writing to the County Contract Administrator the names of personnel proposed for assignment to the Project, including a detailed resume for each containing at a minimum: salary, education, and experience. A request for personnel approval shall be submitted to the County Contract Administrator at least two weeks prior to the date an individual is to report to work.

Before the Project begins, all Project staff shall have a working knowledge of the current Florida Department of Transportation Construction Project Administration Manual and must possess all the necessary qualification/certifications for fulfilling the duties of the position they hold.

Minimum qualifications for the Consultant's key personnel are set forth as follows. Exceptions to these minimum qualifications will be considered on an individual basis.

- a. **CEI SENIOR PROJECT ENGINEER** – A Civil Engineering degree and registered in the state of Florida as a Professional Engineer and six (6) years of engineering experience in major Port and/or Intermodal construction – or for non-degreed personnel the aforementioned registration and ten (10) years of engineering experience in major roadway construction. Qualifications include the ability to communicate effectively in English (verbally and in writing); direct highly complex and specialized construction engineering administration and inspection program; plans and organizes the work of subordinate and staff members; develops and/or reviews policies, methods, practices, and procedures; identify the critical path or activities that may delay Project schedule and reviews programs for conformance with Department standards. Also must have the following:

QUALIFICATIONS:

- FDOT Advanced MOT
- Attend the CTQP Quality Control Manager course and pass the examination.

CERTIFICATIONS:

- None

OTHER:

- A Master's Degree in Engineering may be substituted for one (1) year of engineering experience.
- b. *CEI PROJECT ADMINISTRATOR/PROJECT ENGINEER* – a Civil Engineering degree plus two (2) years of engineering experience in construction of major Port and/or Intermodal structures, or for non-degreed personnel eight (8) years of responsible and related engineering experience, two (2) years of which involved construction of major Port and/or Intermodal structures. A Project Administrator must have supervised two or more inspectors, as well as two or more support staff (Office Manager, Compliance Officer, and Secretary) and must have been directly responsible for all CEI services assigned. Receives general instruction regarding assignments and is expected to exercise initiative and independent judgement in the solution of work problems. Directs and assigns specific tasks to inspectors and assists in all phases of the construction Project. Will be for the progress and final estimates throughout the construction Project duration. Must have the following:

QUALIFICATIONS:

- FDOT Advanced MOT
- CTQP Final Estimates Level II

CERTIFICATIONS:

- None

OTHER:

- Attend the CTQP Quality Control Manager course and pass the examination. A Master's Degree in Engineering may be substituted for one (1) year engineering experience.
- c. *CEI SENIOR INSPECTOR* – High school graduate with four (4) years of experience in heavy marine construction inspection, or a Civil Engineering degree and one (1) year of heavy marine CEI experience with the ability to earn additional required qualifications within one year.

QUALIFICATIONS:

- CTQP Concrete Field Technician Level I
- CTQP Asphalt Roadway Level I
- CTQP Asphalt Roadway Level II
- CTQP Earthwork Construction Inspection Level I
- CTQP Earthwork Construction Inspection Level II
- Drilled Shaft Inspection (required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structures)
- CTQP Grouting Technician Level I
- IMSA Traffic Signal Technician Level I
- FDOT Intermediate MOT
- CTQP Final Estimates Level I

CERTIFICATIONS:

- Nuclear Radiation Safety

Responsible for performing highly complex technical assignments in field surveying and construction layout, making, and checking engineering computations, inspecting construction work, and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Project Administrator.

- d. *CEI INSPECTOR* – High school graduate or equivalent plus two (2) years' experience in construction inspection, one (1) year of which shall have been in heavy marine construction inspection, plus the following:

QUALIFICATIONS:

- CTQP Concrete Field Technician Level I
- CTQP Asphalt Roadway Level I
- CTQP Earthwork Construction Inspection Level I
- CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structures)
- IMSA Traffic Signal Technician Level I
- FDOT Intermediate MOT

CERTIFICATIONS:

- Nuclear Radiation Safety
- Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors
- Or a Civil Engineering degree with the ability to earn additional required qualifications within one year.

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certification are appropriate for specific inspection duties.

- e. *ENVIRONMENTAL INSPECTOR* – High school graduate or equivalent plus two (2) years of experience in construction inspection, one (1) year of which shall have been in environmental inspection of heavy marine construction inspection, plus completion of the Sedimentation Control Inspector Training Program.
- f. *UNDERWATER ENGINEER-DIVER INSPECTOR* - Engineering degree holding a Professional Engineering License plus two (2) years of underwater inspection experience. In addition, underwater engineer-diver inspectors shall meet the following minimum requirements:

QUALIFICATIONS:

- Meet the minimum qualifications of the National Bridge Inspection Standards (NBIS), OSHA, and the United States Coast Guard Regulations
- Concrete structures, with a minimum of 5 inspection dives
- Steel structures, with a minimum of 5 inspection dives
- Timber structures, with a minimum of 2 inspection dives
- Minimum of 4 SSA dives with 1 occurring in the last 6-months
- A minimum of 1 night dive to 90-feet

CERTIFICATIONS:

- Surface Supplied Air (SSA) Certified down to 99-feet Underwater navigation
 - Open Water Certified
 - Cardiopulmonary resuscitation and first aid certified.
- g. *UNDERWATER DIVER INSPECTOR* -

QUALIFICATIONS:

- Minimum qualifications of the National Bridge Inspection Standards (NBIS), OSHA, and the United States Coast Guard Regulations
- Minimum of five (5) years of underwater inspection experience
- Concrete structures, with a minimum of 5 inspection dives
- Steel structures, with a minimum of 5 inspection dives
- Timber structures, with a minimum of 2 inspection dives
- A minimum of 1 night dive to 90-feet
- Underwater navigation trained
- Minimum of 4 SSA dives with 1 occurring in the last 6-months

CERTIFICATIONS:

- Surface Supplied Air (SSA) Certified down to 99-feet
 - National Association of Corrosion Engineers – Basic Corrosion Course Certified
 - Open Water Certified
 - Cardiopulmonary resuscitation and first aid certified.
- h. CORAL RELOCATION INSPECTOR – Baccalaureate Degree in a marine science or equivalent plus two (2) years' experience in fieldwork with one (1) involving coral restoration/relocation or Master's Degree in a marine science or marine resource management and demonstrated experience with coral restoration/relocation, plus the following:

QUALIFICATIONS:

- American Academy of Underwater Science Diving credentials or equivalent experience
- Cardiopulmonary resuscitation and first aid certified
- Small boat handling experience

4. **Licensing for Equipment Operations** - The Consultant shall be responsible for obtaining proper licenses for equipment and personnel operating equipment when licenses are required.

Licensing of Surface Moisture Nuclear Density Gauges shall be obtained through the Florida Department of Health, Bureau of Radiation Control. Only Nuclear Density Inspectors approved by the Consultant's Radiation Safety Officer shall be authorized to operate Surface Moisture Density Gauges. The County may monitor the activity of the Consultant's Nuclear Density Inspectors.

E. PROJECT SCHEDULE

1. **Time for performance** – The work to be performed under this phase of the Project scope and underlying Agreement for CEI services shall be completed within 1,248 calendar days from the issuance of the Notice to Proceed.

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: RFP # R0884605R1
 Project Title: Port Everglades Wetland Enhancement/Southport Turning
 Consultant/ Subconsultant Name: DeRose Design Consultants, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X MULTIPLIER =	MAXIMUM BILLING RATE (2017) (\$/HR)
Senior Project Manager II	\$ 90.25	2.77	\$ 249.99
Senior Project Manager I	\$ 85.00	2.77	\$ 235.45
Project Manager	\$ 63.18	2.77	\$ 175.01
Senior Engineer (PE)/ QA/QC Engineer	\$ 68.74	2.77	\$ 190.41
Engineer Intern (EI)	\$ 43.92	2.77	\$ 121.66
Engineering Technician	\$ 33.18	2.77	\$ 91.91
Design Manager	\$ 59.00	2.77	\$ 163.43
Designer	\$ 46.34	2.77	\$ 128.36
BIM/CADD Designer	\$ 31.82	2.77	\$ 88.14
Senior Project Support Specialist	\$ 64.89	2.77	\$ 179.75
Project Support Specialist	\$ 42.91	2.77	\$ 118.86
CEI Senior Project Engineer (PE)	\$ 76.00	2.51	\$ 190.76
CEI Project Administrator/Engineer	\$ 58.00	2.51	\$ 145.58
CEI Senior Inspector	\$ 45.00	2.51	\$ 112.95
CEI Environmental Inspector	\$ 44.00	2.51	\$ 110.44
CEI Inspector	\$ 37.00	2.51	\$ 92.87

Office Multiplier of 2.77 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (110.58)%

FRINGE = HOURLY RATE X FRINGE (41.58)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00)%

Field Multiplier of 2.51 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (86.58)%

FRINGE = HOURLY RATE X FRINGE (41.59)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: RFP # R0884605R1
 Project Title: Port Everglades Wetland Enhancement/Southport Turning
 Consultant/ Subconsultant Name: McLaughlin Engineering Company

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X MULTIPLIER =	MAXIMUM BILLING RATE (2017) (\$/HR)
Principal Surveyor	\$ 99.14	2.31	\$ 229.01
Project Surveyor	\$ 54.38	2.31	\$ 125.62
Survey Project Manager	\$ 33.99	2.31	\$ 78.52
Contract Manager	\$ 39.09	2.31	\$ 90.30
Survey Party Chief	\$ 24.93	2.31	\$ 57.59
Field Technician II	\$ 15.86	2.31	\$ 36.64
Field Technician I	\$ 13.60	2.31	\$ 31.42
Senior Survey CADD Technician	\$ 26.06	2.31	\$ 60.20
Survey CADD Technician	\$ 18.13	2.31	\$ 41.88
Office Manager	\$ 19.83	2.31	\$ 45.81
Office Assistant	\$ 14.16	2.31	\$ 32.71

Multiplier of 2.31 is calculated as follows:

OVERHEAD = SAFE HARBOUR FRINGE & OVERHEAD (110)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: RFP # R0884605R1
 Project Title: Port Everglades Wetland Enhancement/Southport Turning
 Consultant/ Subconsultant Name: Terracon, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X MULTIPLIER =	MAXIMUM BILLING RATE (2017) (\$/HR)
Senior Project Manager II	\$ 79.12	3.00	\$ 237.36
Senior Engineer	\$ 61.84	3.00	\$ 185.52
Senior Project Manager I	\$ 53.26	3.00	\$ 159.78
Assistant Project Manager	\$ 25.52	3.00	\$ 76.56
Project Scientist	\$ 39.64	3.00	\$ 118.92
Project Manager	\$ 39.64	3.00	\$ 118.92
Project Engineer	\$ 39.64	3.00	\$ 118.92
CADD Operator	\$ 22.26	3.00	\$ 66.78
CADD Manager	\$ 33.02	3.00	\$ 99.06
Staff Engineer	\$ 30.72	3.00	\$ 92.16
Laboratory Supervisor	\$ 29.89	3.00	\$ 89.67
Administrative Assistant	\$ 21.54	3.00	\$ 64.62
Senior Staff Scientist	\$ 26.86	3.00	\$ 80.58
Technician V	\$ 27.21	3.00	\$ 81.63
Technician II	\$ 25.77	3.00	\$ 77.31
Technician I	\$ 15.98	3.00	\$ 47.94

Negotiated Multiplier of 3.00 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (117.86)%

FRINGE = HOURLY RATE X FRINGE (54.93)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

2016 FAR Audit - Overhead 132.13% Fringe 54.93%

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: RFP # R0884605R1
 Project Title: Port Everglades Wetland Enhancement/Southport Turning
 Consultant/ Subconsultant Name: The Chappell Group Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X MULTIPLIER =	MAXIMUM BILLING RATE (2017) (\$/HR)
Senior Project Manager	\$ 79.48	3.00	\$ 238.44
QA/QC Manager	\$ 66.00	3.00	\$ 198.00
Project Manager	\$ 52.88	3.00	\$ 158.64
Senior Project Biologist	\$ 30.25	3.00	\$ 90.75
Compliance Inspector	\$ 29.08	3.00	\$ 87.24
Project Biologist	\$ 28.05	3.00	\$ 84.15
CADD Technician	\$ 25.85	3.00	\$ 77.55
Secretary	\$ 24.20	3.00	\$ 72.60

Negotiated Multiplier of 3.00 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (115.31)%

FRINGE = HOURLY RATE X FRINGE (57.39)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

2016 FAR Audit - Overhead 141.00% Fringe 57.39%

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: RFP # R0884605R1
 Project Title: Port Everglades Wetland Enhancement/Southport Turning
 Consultant/ Subconsultant Name: Terramar Environmental Services

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X MULTIPLIER =	MAXIMUM BILLING RATE (2017) (\$/HR)
Chief Scientist	\$ 63.00	2.31	\$ 145.53
Senior Scientist	\$ 52.50	2.31	\$ 121.28
Scientist	\$ 31.50	2.31	\$ 72.77
Field Technician	\$ 26.25	2.31	\$ 60.64

Multiplier of 2.31 is calculated as follows:

OVERHEAD = SAFE HARBOUR FRINGE & OVERHEAD (110)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: RFP # R0884605R1
 Project Title: Port Everglades Wetland Enhancement/Southport Turning
 Consultant/ Subconsultant Name: Parsons Brinckerhoff

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X MULTIPLIER =	MAXIMUM BILLING RATE (2017) (\$/HR)
DESIGNER I	\$ 31.00	2.67	\$ 82.77
DESIGNER II	\$ 35.00	2.67	\$ 93.45
ENGINEER I	\$ 45.00	2.67	\$ 120.15
ENGINEER II	\$ 58.00	2.67	\$ 154.86
ENGINEERING MGR	\$ 93.63	2.67	\$ 249.99
LEAD ENGINEER	\$ 52.00	2.67	\$ 138.84
PRIN ENGINEER	\$ 65.00	2.67	\$ 173.55
PROJECT ACCOUNTANT II	\$ 44.00	2.67	\$ 117.48
SR ADMIN ASST	\$ 28.00	2.67	\$ 74.76
SR CADD DESIGNER II	\$ 42.00	2.67	\$ 112.14
SR CONTRACT ADMIN	\$ 48.00	2.67	\$ 128.16
SR ENGINEER	\$ 64.00	2.67	\$ 170.88
SR ENGINEERING MGR	\$ 93.63	2.67	\$ 249.99
SR STAFF MGR	\$ 93.63	2.67	\$ 249.99
SR SUP CADD DESIGNER	\$ 52.00	2.67	\$ 138.84
SR SUPV ENGINEER	\$ 92.00	2.67	\$ 245.64
SR SUPV ESTIMATOR	\$ 90.00	2.67	\$ 240.30
SR TECHNICAL MGR	\$ 93.63	2.67	\$ 249.99
SUPV ENGINEER	\$ 75.00	2.67	\$ 200.25
TECHNICAL SPECIALIST III	\$ 44.00	2.67	\$ 117.48
TECHNICIAN I	\$ 20.00	2.67	\$ 53.40
TECHNICIAN II	\$ 28.00	2.67	\$ 74.76
CEI INSPECTOR	\$ 37.00	2.32	\$ 85.84
CEI PROJECT ADMINISTRATOR/ENGINEER	\$ 60.00	2.32	\$ 139.20
CEI SR INSPECTOR	\$ 44.00	2.32	\$ 102.08
CEI SR PROJECT PROJECT ENGINEER (PE)	\$ 77.00	2.32	\$ 178.64

Office Multiplier of 2.67 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (106.9)%

FRINGE = HOURLY RATE X FRINGE (35.66)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00)%

Field Multiplier of 2.32 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (75.89)%

FRINGE = HOURLY RATE X FRINGE (35.07)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: RFP # R0884605R1
 Project Title: Port Everglades Wetland Enhancement/Southport Turning
 Consultant/ Subconsultant Name: Louis Berger Group, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X MULTIPLIER =	MAXIMUM BILLING RATE (2017) (\$/HR)
Principal Environmental Engineer	\$ 95.78	2.61	\$ 249.99
Principal Environmental Scientist	\$ 95.78	2.61	\$ 249.99
Principal Biologist	\$ 58.68	2.61	\$ 153.15
Project Manager	\$ 81.22	2.61	\$ 211.98
Senior Environmental Engineer	\$ 69.82	2.61	\$ 182.23
Senior Environmental Scientist	\$ 46.63	2.61	\$ 121.70
Senior Geologist	\$ 72.45	2.61	\$ 189.09
Senior Biologist	\$ 38.88	2.61	\$ 101.48
Junior Environmental Engineer	\$ 38.72	2.61	\$ 101.06
Junior Environmental Scientist	\$ 36.35	2.61	\$ 94.87
Junior Geologist	\$ 36.35	2.61	\$ 94.87
Junior Biologist	\$ 22.99	2.61	\$ 60.00
Senior GIS/CADD	\$ 50.02	2.61	\$ 130.55

Multiplier of 2.61 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (96.68)%

FRINGE = HOURLY RATE X FRINGE (40.99)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: RFP # R0884605R1
 Project Title: Port Everglades Wetland Enhancement/Southport Turning
 Consultant/ Subconsultant Name: Berger ABAM, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X MULTIPLIER =	MAXIMUM BILLING RATE (2017) (\$/HR)
Senior VP	\$ 83.33	3.00	\$ 249.99
Project Manager	\$ 83.33	3.00	\$ 249.99
Senior Project Engineer	\$ 51.21	3.00	\$ 153.63
Project Engineer	\$ 45.45	3.00	\$ 136.35
Engineer	\$ 35.49	3.00	\$ 106.47
Project Coordinator	\$ 33.75	3.00	\$ 101.25
CADD Technician	\$ 40.46	3.00	\$ 121.38
Construction Specialist	\$ 46.12	3.00	\$ 138.36

Negotiated Multiplier of 3.00 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (110.37)%

FRINGE = HOURLY RATE X FRINGE (62.45)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

2016 FAR Audit - Overhead 111.48% Fringe 62.45%

COMPOSITE EXHIBIT "B-1"
REIMBURSABLES FOR DIRECT NON-SALARY EXPENSES

ITEM NO.	DESCRIPTION	UNIT	MAXIMUM NTE
General			
1	Travel and Subsistence		In accordance with F.S. 112.061
2	Automobile Mileage		In accordance with F.S. 112.061
3	Shipping and Courier		Per actual cost
4	Copies/Reproductions		Per actual cost
5	Field equipment		Per actual cost
6	Field Vehicle, Operation & Maintenance	per month	\$900.00
7	Vehicle Safety Equipment	per vehicle	\$500.00
8	Laptop system rental	per month	\$75.00
9	Work Vessel - > 20'	per day	\$500.00
10	Work Vessel - < 20'	per day	\$250.00
Geotechnical Services			
11	Mobilization of drilling crew (loading/unloading and prep time)	per event	\$500.00
12	Standby for drilling crew	hour	\$150.00
13	Pavement restoration	each	\$50.00
14	Constant Head Borehole Permeability Tests	each	\$500.00
15	Anchor Testing Program (mobilization, installation of 3 test plugs, testing of the three plugs)*	N.T.E.	\$75,500.00
SPT Borings on Land			
16	0 - 25 feet	per ft.	\$13.50
17	25 - 50 feet	per ft.	\$15.00
18	50 - 100 feet	per ft.	\$20.00
19	100 -200 feet	per ft.	\$25.00
Casing Allowance			
20	0 - 25 feet	per ft.	\$5.00
21	25 - 50 feet	per ft.	\$6.00
22	50 - 100 feet	per ft.	\$8.00
23	100 - 200 feet	per ft.	\$10.00
Grout Seal Boreholes			
24	0 - 25 feet	per ft.	\$5.00
25	25 - 50 feet	per ft.	\$5.00
26	50 - 100 feet	per ft.	\$6.00
27	100 - 200 feet	per ft.	\$6.00
28	Disposal of soil cuttings	drum	\$72.00
29	Grain Size Distribution	each	\$60.00
30	Corrosion Testing	each	\$150.00
31	Auger Boring for Rock Coring/undisturbed Sampling	per ft.	\$10.00
32	Undisturbed Shelby tube sampling	each	\$400.00
Rock Coring			
33	0 - 25 Feet	per ft.	\$60.00
34	25 - 50 feet	per ft.	\$70.00
35	50 - 100 feet	per ft.	\$80.00
36	100 - 125 feet	per ft.	\$100.00
37	6-inch casing	per ft.	\$9.00

COMPOSITE EXHIBIT "B-1"
REIMBURSABLES FOR DIRECT NON-SALARY EXPENSES

ITEM NO.	DESCRIPTION	UNIT	MAXIMUM NTE
38	Rock Core Boxes	each	\$100.00
39	Unconfined Compression Test	each	\$110.00
40	Splitting Tensile Test	each	\$110.00
41	Unit Weight for rock	each	\$35.00
Environmental Services			
Upland Sonic Borings			
42	Sonic Rig	day	\$4,900.00
43	Track Loader	day	\$475.00
44	Stand By	hour	\$450.00
45	Mobilization - Rig	each	\$1,500.00
46	Grouting	foot	\$9.00
47	Mobilization - Crew	day	\$375.00
48	Night work - crew	week	\$475.00
Field Sampling / Core Processing			
49	Misc field, sampling, and shipping supplies	per week	\$550.00
50	Refrigeration Truck and Fuel	per week	\$1,600.00
51	Portable lift truck for moving cores	week	\$250.00
52	Rock Crusher/Grinder	monthly	\$3,000.00
53	Perstaltic Pumps for groundwater sample collection	per day	\$50.00
54	YSI Multimeter	per day	\$85.00
55	Turbidimeter	per day	\$10.00
56	OVA/ FID or PD	per day	\$95.00
57	Multigas meter	per day	\$95.00
58	Depth to Water meter	per day	\$30.00
59	HDPE/Teflon Tubing for sampling	per sample	\$20.00
60	Hand Tools (Shovels, Trowels, etc)	per week	\$50.00
61	Decon Chemicals (hexane, nitric acid, methanol,alconox)	each	\$400.00
62	Drums (55-gallon) for transfer to staging area	each	\$72.00
Analytical Testing - Characterization of Material			
63	SVOCs	each	\$110.00
64	13 Priority Pollutant Metals (including mercury)	each	\$75.00
65	Volatile Organic Compounds	each	\$60.00
66	Organochlorine Herbicides	each	\$82.00
67	Organochlorine Pesticides	each	\$85.00
68	Organophosphorus Pesticides	each	\$82.00
69	PCBs	each	\$50.00
70	Dioxins/Furans	each	\$550.00
71	Butyl Tins	each	\$190.00
72	Cyanide	each	\$20.00
73	Nitrogen, Ammonia	each	\$18.00
74	Sulfide	each	\$20.00
75	Nitrogen, Nitrate + Nitrite	each	\$18.00
76	Total Kjeldhal Nitrogen	each	\$25.00
77	Total Phosphorus	each	\$18.00
78	Total Organic Carbon by Combustion	each	\$30.00
79	Specific Gravity	each	\$36.00

COMPOSITE EXHIBIT "B-1"
REIMBURSABLES FOR DIRECT NON-SALARY EXPENSES

ITEM NO.	DESCRIPTION	UNIT	MAXIMUM NTE
80	Bulk Density	each	\$40.00
81	Standard Reference Material	each	\$1,000.00
82	QAPP Preparation	each	\$1,000.00
83	Terracore sampling kits	each	\$10.00
84	Pesticides, Organochlorine Herbicides, PCBs, 13 PP Metals)	each	\$574.00
85	Liquid Waste Disposal	N.T.E.	\$8,500.00
86	IDW Soil Container Rental and Disposal	N.T.E.	\$9,000.00
87	Trash/PPE Container Rental and Disposal	N.T.E.	\$3,000.00
88	Geophysical Investigation - GeoView, Inc.	N.T.E.	\$25,000.00
89	Groundwater Monitoring Well Replacement	per well	\$25,000.00
90	Two-wheeled Dolly	each	\$250.00
Construction Materials Testing			
91	Organic Content	each	\$40.00
92	Grain Size Analysis	each	\$60.00
93	Atterberg Limits	each	\$85.00
94	Carbonate Content	each	\$65.00
95	Standard Proctor	each	\$110.00
96	Limerock Bearing Ratio	each	\$350.00
97	Compressive Strength (per cylinder)	each	\$15.00
98	Coring Equipment Mobilization	each	\$200.00
99	Pavement Cores	each	\$175.00
100	Asphalt Exrtaction Gradation Test	each	\$150.00
101	Asphalt Core Density Test	each	\$60.00
102	Concrete Testing Equipment	each	\$6,710.22
Diving			
103	Diving Equipment	per day/pp	\$95.00
104	Gear Storage Locker	month	\$50.00
105	UW Camera / Video	per day	\$175.00
106	Dive Tanks	each	\$12.00
107	Shallow Water Dive System	per day	\$100.00

**Insurance Requirement for Port Everglades Wetland Enhancement/Southport Turning Notch
Expansion-Engineering Design (RLI # R0884605r1)**

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	Limits on Liability in Thousands of Dollars		
		Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input checked="" type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input type="checkbox"/> Other:	Bodily Injury		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$ 1 mil	\$ 5 mil
	Personal Injury		
AUTO LIABILITY <input type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto If applicable	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$ 1 mil	
EXCESS LIABILITY <input checked="" type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form	Bodily Injury and Property Damage Combined	\$ 5 mil	\$
<input checked="" type="checkbox"/> WORKERS' COMPENSATION <input checked="" type="checkbox"/> EMPLOYERS' LIABILITY	Chapter 440 FS	STATUTORY	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
	(each accident)	\$ 1 mil	
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY ~ E&O	(each accident)	\$ 5 mil	
	Extended reporting period	5 years	
<input type="checkbox"/> Inland Marine Coverage - Installation floater Coverage must be "All Risk", completed value. Coverage must remain in force until written final acceptance by County.	Maximum Deductible:	\$10 k	
<input checked="" type="checkbox"/> Miscellaneous Coverage – Hull & Machinery (Collision liability with other watercraft)	Maximum Deductible:	\$10 k	
	Minimum coverage	\$ 1 mil	

"Broward County" must be certificate holder and endorsed as an additional insured except WC.
Reference: Port Everglades Wetland Enhancement/Southport Turning Notch Expansion-Engineering Design (RLI# R0884605r1)

NOTE: Proof of workers' compensation exemption is required in the form of a letter on company letterhead or a State exemption certificate.
CANCELLATION: Thirty (30) Day written notice of cancellation is required to the Certificate Holder:

Certificate Holder:
Broward County
 1850 Eller Drive
 Fort Lauderdale, FL 33316
 Attn: John Foglesong


 Digitally signed by CARLOS DE LA GUERRA
 DN: dc=cty, dc=broward, dc=flc,
 ou=Organization, ou=PEV, ou=Users,
 cn=CARLOS DE LA GUERRA
 Date: 2017.08.23 12:31:52 -04'00'
 Adobe Acrobat version: 11.0.21
 CARLOS DE LA GUERRA
 RISK MANAGEMENT & CONTRACTS
 BUSINESS ADMINISTRATION DIVISION
 PORT EVERGLADES

Risk Management Division

Professional Services Agreement

EXHIBIT "D"

LETTERS OF INTENT

Project No: RLI #R0884605R1
Project Title: Port Everglades Wetland Enhancement / Southport Turning Notch
Expansion
Facility Name: Port Everglades, Broward County, Florida

Consultant represents that the CBE participants referenced in the attached Letters of intent have agreed by written subcontract to perform the percentage of work amounts set forth and that the following information regarding participating Subconsultants is true and correct to the best of his/her knowledge.



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

LETTER OF INTENT BETWEEN BIDDER/OFFEROR
AND COUNTY BUSINESS ENTERPRISE (CBE) SUBCONTRACTOR/SUPPLIER

(Form to be completed and signed for each CBE firm)

Solicitation Number: RLI # R0884605R1	Project Title: Port Everglades Wetland Enhancement/Southport Turning Notch Expansion
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Bidder/Offeror Name: DeRose Design Consultants, Inc.
 Address: 470 South Andrews Avenue, Suite 206 City: Pompano Beach State: FL Zip: 33069
 Authorized Representative: Lawrence DeRose Phone: 954-508-3581

CBE Subcontractor/Supplier Name: The Chappell Group, Inc.
 Address: 714 East McNab Road City: Pompano Beach State: FL Zip: 33060
 Authorized Representative: Sarah Chappell Phone: 954-782-1908

- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform subcontracting work on this project.
- B. By signing below, the bidder/offeror is committing to utilize the above-named CBE to perform the work described below.
- C. By signing below, the above-named CBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and CBE affirm that if the CBE subcontracts any of the work described below, it may only subcontract that work to another CBE.

Work to be performed by CBE Firm			
Description	NAICS*	CBE Contract Amount†	CBE Percentage of Total Project Value
Environmental Consulting			12%

AFFIRMATION: I hereby affirm that the information above is true and correct.

CBE Subcontractor/Supplier Authorized Representative
 Sarah Chappell (Signature) President (Title) 9-13-17 (Date)

Bidder/Offeror Authorized Representative
 Lawrence DeRose (Signature) V.P. (Title) 9-13-2017 (Date)

* Visit <http://www.census.gov/eos/www/naics/> to search. Match type of work with NAICS code as closely as possible.
 † To be provided only when the solicitation requires that bidder/offer include a dollar amount in its bid-offer.



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

LETTER OF INTENT BETWEEN BIDDER/OFFEROR
AND COUNTY BUSINESS ENTERPRISE (CBE) SUBCONTRACTOR/SUPPLIER
(Form to be completed and signed for each CBE firm)

Solicitation Number: RLI # R0884605R1	Project Title: Port Everglades Wetland Enhancement/Southport Turning Notch Expansion
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Bidder/Offeror Name: DeRose Design Consultants, Inc.
 Address: 470 South Andrews Avenue, Suite 206 City: Pompano Beach State: FL Zip: 33069
 Authorized Representative: Lawrence DeRose Phone: 954-508-3581

CBE Subcontractor/Supplier Name: DeRose Design Consultants, Inc.
 Address: 470 South Andrews Avenue, Suite 206 City: Pompano Beach State: FL Zip: 33069
 Authorized Representative: Lawrence DeRose Phone: 954-508-3581

- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform subcontracting work on this project.
- B. By signing below, the bidder/offeror is committing to utilize the above-named CBE to perform the work described below.
- C. By signing below, the above-named CBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and CBE affirm that if the CBE subcontracts any of the work described below, it may only subcontract that work to another CBE.

Work to be performed by CBE Firm			
Description	NAICS*	CBE Contract Amount†	CBE Percentage of Total Project Value
Engineering Design, CEI and Const. Admin.			48%

AFFIRMATION: I hereby affirm that the information above is true and correct.

CBE Subcontractor/Supplier Authorized Representative
 _____ V.P. 09/20/2017
 (Signature) (Title) (Date)

Bidder/Offeror Authorized Representative
 _____ V.P. 09/20/2017
 (Signature) (Title) (Date)

* Visit <http://www.census.gov/eos/www/naics/> to search. Match type of work with NAICS code as closely as possible.
 † To be provided only when the solicitation requires that bidder/offer include a dollar amount in its bid-offer.

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

Professional Services Agreement

EXHIBIT "D-1"

SCHEDULE OF SUBCONSULTANT PARTICIPATION

Project No: RLI #R0884605R1
Project Title: Port Everglades Wetland Enhancement / Southport Turning Notch Expansion
Facility Name: Port Everglades, Broward County, Florida

No.	Firm Name	Discipline
1	McLaughlin Engineering Company	Land Surveying
2	Terracon, Inc.	Geotechnical, Engineering, and Survey
3	The Chappell Group, Inc.	Environmental Consulting
4	Terramar Environmental Services, Inc.	Environmental Science
5	Parsons Brinckerhoff	Engineering Design
6	Louis Berger Group, Inc.	Landfill Consulting
7	Berger ABAM, Inc.	Engineering Design

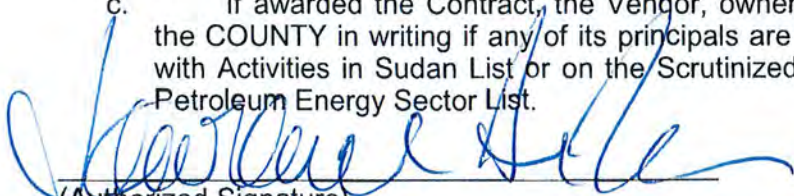


Scrutinized Companies List Certification

This certification form should be completed and submitted with your proposal but must be completed and submitted prior to award.

The Vendor, by virtue of the signature below, certifies that:

- a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- b. The Vendor, owners, or principals, are eligible to participate in this solicitation and not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the COUNTY in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.



(Authorized Signature)


Lawrence DeRose (VICE PRESIDENT)
(Print Name and Title)

DeRose Design Consultants, Inc.
(Name of Firm)

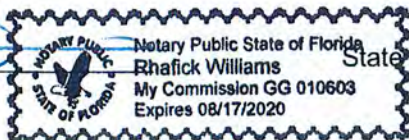
STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 31 day of August, 2017, by Lawrence DeRose (name of person whose signature is being notarized) as Vice President (title) of DeRose Design Consultants, Inc. (name of corporation/entity), known to me to be the person described herein, or who produced _____ (type of identification) as identification, and who did/did not take an oath.

NOTARY PUBLIC:



(Signature)



State of FLORIDA at Large (SEAL)

Rhafick Williams
(Print name)

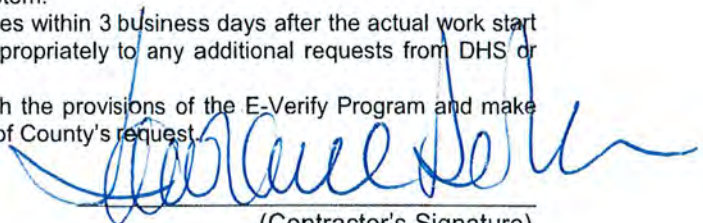
My commission expires: 08/17/2020

Employment Eligibility Verification Program Contractor Certification

On January 4, 2011, Governor Scott issued Executive Order 11-02 which requires Broward County as a party to any State funded contracts to participate in the Employment Eligibility Verification Program ("E-Verify Program") administered by the U.S. Department of Homeland Security ("DHS"). The E-Verify Program can be found at <http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

The County has entered into a "Memorandum of Understanding" with DHS governing the E-Verify Program. As a result of the adopting the terms and conditions of the "Memorandum of Understanding" with DHS and Execute Order 11-02, any Contractor performing work pursuant to the State funded contract issued by the County is required to use the E-Verify Program to confirm employment eligibility of its current and prospective employees. The undersigned contractor hereby certifies that it will enroll and participate in the E-Verify Program, in accordance with the terms and conditions governing the use of the program by:

- (1) Verifying the employment eligibility of all persons employed during the contract term by the contractor to perform the work under this contract.
- (2) Enrolling in the E-Verify Program within thirty (30) days of the effective date of this contract by obtaining a copy of the "Edit Company Profile" page and make such record available to Broward County within seven days of request from the County.
- (3) Requiring all persons, including subcontractors, assigned by the Contractor to perform work under this contract to enroll and participate in the E-Verify Program within ninety (90) days of the effective date of this contract or within ninety (90) days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record available to the County within seven calendar days from the County's request.
- (4) Displaying the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
- (5) Initiate E-Verify verification procedures for new employees within 3 business days after the actual work start date of each new hire and thereafter shall respond appropriately to any additional requests from DHS or Social Security Administration (SSA).
- (6) Maintain records of its participation and compliance with the provisions of the E-Verify Program and make such records available to the County within seven days of County's request.



(Contractor's Signature)

Lawrence DeRose

(Print Vendor Name)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 31 day of August, 2017,

by Lawrence DeRose

(Name of person who's signature is being notarized)

as Vice President of DeRose Design Consultants, Inc.

(Title)

(Name of Corporation/Company),

known to me to be the person described herein, or who produced _____

(Type of Identification)

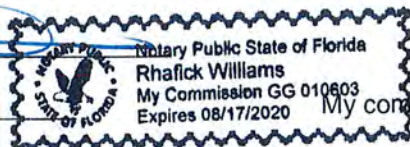
as identification, and who did/did not take an oath.

NOTARY PUBLIC:


(Signature)

Rhafick Williams

(Print Name)



My commission expires: 08/17/2020